

# **BIDDING DOCUMENTS**

**Issued on:** \_\_\_\_\_

**for**

## **Procurement of**

**Medical Oxygen, Medical Air and Medical Vacuum Generating Plants, Medical Oxygen Cylinders and Pipe and Ventilation Systems: Supply, Installation, and Commissioning**

**ICB No: REF/ICB/014/07**

**Purchaser: Millenniums Medical College, St Paul Hospital**

**November 2014**

# Bidding Document

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# **Part 1**

## **Bidding Procedures**

### **Section 1.**

#### **Instructions to Bidders**

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**Section I. Instructions to Bidders****A. General****1. Introduction**

- 1.1 The Public Body indicated in the Bid Data Sheet (BDS) is the Contracting Authority for this procurement process and it is bound by the rules governing public procurement in the Federal Democratic Republic of Ethiopia. It has the powers and duties to conclude a Contract for the supply of Goods and Related services. Accordingly, this procurement process is being conducted in accordance with the recent editions of the Ethiopian Federal Government Procurement and Property Administration Proclamation and Public Procurement Directive under the procurement method indicated in the BDS.
- 1.2 By the issue of this Bidding Document the Public Body invites interested Candidates to submit their bids with a view to entering into Contract with the Public Body for the provision of Goods and Related Services which general description is provided in the BDS. The Goods and Related Services that are subject of this procurement process are more particularly specified in Section 6, Statement of Requirement upon the basis of the information supplied in and in accordance with this Bidding Document.
- 1.3 The procurement reference number and number of lots of this Bidding Document are provided in the BDS. If Bids are being invited for individual contracts (lots) the Bidder may submit a Bid for one lot only, several or all of the lots. Each lot will form a separate contract and the quantities indicated for different lots will be indivisible. The Bidder must offer the whole of the quantity or quantities indicated for each lot.
- 1.4 Each Bidder may only submit one Bid, either individually or as a partner in joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the Bids with the Bidder's participation to be disqualified.
- 1.5 This Section 1, Instructions to Bidders shall not form a part of the Contract. These instructions are intended to assist prospective Bidders in the preparation of their Bids.
- 1.6 Issuance of this Bidding Document does not in any way obligate the Public Body to award a Contract.
- 1.7 The Public Body retains ownership of all bids submitted in response to this Bidding Document. Consequently, Bidders have no right to have their bids returned to them except late bids.
- 1.8 In submitting a bid, the Bidder accepts in full and without restriction this Bidding Document as the sole basis of this procurement procedure, whatever his own conditions of sale may be, which he hereby waives. Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this Bidding Document. Failure to submit a bid containing all the required information

and documentation within the deadline specified may lead to the rejection of the bid. No account can be taken of any reservation in the bid as regards the Bidding Document; any reservation will result in the immediate rejection of the bid without further evaluation.

- 1.9 The permitted method of communication shall be in writing. Throughout these Bidding Documents the term "in writing" means communicated in written form and delivered against receipt.

## **2. Source of Funds**

- 2.1 The Public Body has an approved budget toward the cost of the procurement described in the Section 6, Statement of Requirement. The Public Body intends to use these funds to place a Contract for which these Bidding Documents are issued.
- 2.2 Payments will be made directly by the Public Body and will be subject in all respects to the terms and conditions of the resulting Contract placed by the Public Body.

## **3. Fraud, Corruption and Complaints Provisions**

- 3.1 The Government of the Federal Democratic Republic of Ethiopia (herein after called the Government) represented by Millenniums Medical College, St Paul Hospital (herein after called the Contracting Authority) requires bidders to observe the highest standards of ethics during the procurement and the execution of contracts. In pursuance of this policy, the Government:

- (a). Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the action of a public official in the procurement process or in contract execution;
  - (ii) "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - (iii) "Collusive practices" is a scheme or arrangement between two or more Bidders, with or without the knowledge of the Public Body, designed to establish prices at artificial, non-competitive levels; and
  - (iv) "Coercive practices" is harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - (v) Obstructive practice is
    - deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Federal Ethics and Anticorruption Commission, the Federal Auditor General and the Public Body or their

- auditors investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent their from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or
- acts intended to materially impede the exercise of inspection and audit rights provided for under ITB Clause 3.5 below.
- (b). Will reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c). Will debar a Bidder from participation in public procurement for a specified period of time if it at any time determines the Bidder has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract. The List of Debarred Bidders is available on the Agency's Website <http://www.ppa.gov.et>.
- 3.2 In pursuit of the policy defined in Sub-Clause 3.1, the Public Body may terminate a contract for Goods if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Public Body or of a Bidder during the procurement or the execution of that contract.
- 3.3 Where it is proved that the bidder has given or has offered to give inducement or bribe to an official or procurement staff of the Public Body to influence the result of the bid in his favor shall be disqualified from the bid, prohibited from participating in any future public procurement and the bid security deposited by them shall be forfeited.
- 3.4 Bidders are required to indicate their acceptance of the provisions on fraud and corruption, as defined in this clause through the statement in the Bid Submission Sheet.
- 3.5 The Agency will have the right to require to inspect the Supplier accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Agency.
- 3.6 Subject to the recent editions of the Public Procurement Proclamation and Procurement Directive, a candidate or a bidder aggrieved or is likely to be aggrieved on account of the Public Body inviting a bid not complying with the provisions of the Proclamation or Procurement Directive in conducting a bid proceeding may present complaint to the head of the Public Body to have the bid proceeding reviewed or investigated. Any complaint must be submitted in writing to the head of the Public Body, within five working days from the date the Bidder knew, or should have known, of the circumstances giving rise to the complaint. If the head of the Public Body does not issue a decision within ten working days after submission of complaint, or the candidate or

the Bidder is not satisfied with the decision, it may submit a complaint to the Board within five working days from the date on which the decision has been or should have been communicated to the candidate or the Bidder by the Public Body. The Board's decision is binding for both parties.

#### **4. Eligible Bidders**

- 4.1 A Bidder may be a natural person, private, public or government-owned legal entity, subject to ITB Sub-Clause 4.5, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV), consortium, or association. In the case of a Joint Venture, consortium, or association:
  - (a). All parties to the Joint Venture, consortium or association shall be jointly and severally liable, unless otherwise specified in the BDS; and
  - (b). A Joint Venture, consortium or association shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture, consortium or association during the bidding process and, in the event the Joint Venture, consortium or association is awarded the Contract, during contract execution.
- 4.2 This Invitation for Bids is open to all Bidders (including all members of a joint venture, sub-contractors and personnel) from eligible source countries as defined in Section 5, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors for any part of the Contract including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
  - (a). Are or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Public Body to provide consulting services for the preparation of the Specification, and any other documents to be used for the procurement of the Goods and Related Services to be purchased under this Bidding Document;
  - (b). Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Public Body regarding this bidding process; or
  - (c). Submit more than one bid in this bidding process.
- 4.4 A Bidder that has been debarred from participating in public procurement in accordance

- with ITB Clause 3.1 (c), at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.5 Government-owned enterprises shall be eligible if they can establish that they are legally and financially autonomous and operate under commercial law and that they are not a dependent agency of the Public Body.
- 4.6 Unless otherwise specified in the BDS, Bidders shall provide such evidence of their eligibility satisfactory to the Public Body, to verify that the Bidder:
- (a). Is not insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing.
  - (b). Appropriate documentary evidence demonstrating its compliance, which shall include:
    - (i) Valid business license indicating the stream of business in which the Bidder is engaged,
    - (ii) VAT registration certificate issued by the tax authority (only domestic Bidders in case of contract value as specified in BDS),
    - (iii) Valid Tax clearance certificate issued by the tax authority (domestic Bidders only);
    - (iv) Relevant professional practice certificates if required in BDS.
  - (c). Foreign bidders must as appropriate submit business organization registration certificate or trade license issued by the country of establishment.
- 4.7 To participate in this public procurement process, being registered in the suppliers list is a prerequisite (mandatory for domestic Bidders only).
- (a). Candidates desiring to participate in public procurement shall have to register themselves using the form made available for this purpose in the website of the Public Procurement and Property Administration Agency.
- 4.8 Bidders shall provide such evidence of their continued eligibility satisfactory to the Public Body, as the Public Body shall reasonably request in BDS.
- 5. Eligible Goods and Related Services**
- 5.1 All goods and related services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.
- 5.2 For purposes of this Clause, the term “goods” means raw material, products and equipment and commodities in solid, liquid or gaseous form, marketable software and live animals as well as installation, transport, maintenance or similar obligations related to supply of the goods if their value does not exceed that of the goods themselves; and

“related services” includes services such as transportation, commissioning, insurance, installation, training, and initial maintenance.

- 5.3 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the Bidder that produces, assembles, distributes, or sells the goods shall not determine their origin.
- 5.5 To establish the eligibility of the Goods and Related Services, in accordance with this ITB Clause, Bidders shall complete the country of origin declarations in the Price Schedule Form, included in Section 4, Bidding Forms
- 5.6 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the Manufacturer of the Goods to supply the Goods indicated in its bid in the Federal Democratic Republic of Ethiopia by obtaining Manufacturer Authorization Letter for the respective technology components i.e. medical oxygen, medical air, medical vacuum, pipes and systems, and ventilation system using the form furnished in Section 4, Bidding Forms.

## **B. Contents of Bidding Document**

### **6. Bidding Document**

- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.

#### **Part 1 Bidding Procedures**

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation Methodology and Criteria
- Section 4 Bidding Forms
- Section 5 Eligible Countries

#### **Part 2 Statement of Requirements**

- Section 6 Statement of Requirements

#### **Part 3 Contract**

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms

- 6.2 The Invitation to Bid is not part of the Bidding Document. In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB Clause 6.1 above, said Bidding Documents will take precedence.
- 6.3 The Public Body is not responsible for the incompleteness of the Bidding Documents and their addenda, if they were not obtained directly from the Public Body. Bidders who did not obtain the Bidding Document directly from the Public Body will be rejected during evaluation. Where a Bidding Document is obtained from the Public Body on a Bidder's behalf, the Bidder's name must be registered with the Public Body at the time of sale and issue.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

## **7. Written Questions / Clarification of Bidding Documents**

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Public Body in writing at the Public Body's address indicated in the BDS. The Public Body will respond in writing to any request for clarification, provided that such request is received no later than twenty one (21) days prior to the deadline for submission of bids. The Public Body shall forward copies of its response to all Bidders who have acquired the Bidding Documents directly from it, including a description of the inquiry but without reference to the identity of the prospective Bidder initiating the request. Should the Public Body deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 26.2.
- 7.2 Only the written responses will be considered official and carry weight in this procurement process and subsequent evaluation. Any answers received outside the official channels, whether received verbally or in writing, from employees or representatives of the Public Body, or any other party, shall not be considered official responses to questions regarding this Bidding Document.

## **8. Modification to Bidding Documents**

- 8.1 Where Public Body finds it necessary to introduce modification to the Bidding Document on its initiative or on the basis of request for clarification by prospective Bidder, the Public Body may modify the Bidding Document at any time prior to the deadline for submission of bids.
- 8.2 Any alteration to the content of the Bidding Document shall at the same time be communicated in the form of an amendment to all prospective Bidders who purchased the bidding document and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information

contained in the amendment will have been taken into account by the Bidder in its Bid.

- 8.3 The Public Body may, at its discretion, extend the closing date for submission of bids where it modifies a bidding document as per Clause 8.1 above, if it is assumed that the time remaining before the closing date is not sufficient for bidders to prepare adjusted Bid Documents on the basis of such modification.

## **9. Pre-Bid Conference**

- 9.1 If the Public Body deems it to be appropriate, it may hold a Pre-Bid Conference for prospective bidders who purchased a Bidding Document for clarification and discussion on the Bidding Document or modification thereto.
- 9.2 The Public Body shall give written notice to all bidders who purchased a bidding document to attend the Pre-Bid Conference, Notice will include time, date, and address where Pre-Bid Conference will be held.
- 9.3 The Public Body shall welcome all prospective bidders to attend this Pre-Bid Conference. To give all prospective bidders the opportunity to participate in the pre-bid conference, prospective bidders are limited to sending two representatives to this conference. All the costs of attending this conference will be borne by the prospective bidders.
- 9.4 The Public Body invites all prospective bidders to submit their questions / request for clarification by time and date and to the address indicated in BDS.
- 9.5 The Pre-Bid Conference shall be minuted. Copies of the minute shall be delivered to all prospective bidders who purchased the Bidding Document to enable them prepare their bid documents by incorporating the content of clarification or modification.

## **C. Preparation of Bids**

### **10. Cost of Bidding**

- 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Public Body shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **11. Language of Bid**

- 11.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Public Body, shall be written in English.
- 11.2 Bids and supporting documents of Bidders prepared in a language other than language of bid shall have to be translated by a legally competent interpreter into language of bid and a copy of the translation has to be submitted together with the original documents, especially where such documents pertain to the fundamental elements of the bid.
- 11.3 If the Public Body detects discrepancy between language of the original document and

the translated version, it shall reject the documents unless such discrepancy constitutes minor deviation from the requirement stated in the Bidding Document.

**12. Bid Prices and Discounts**

- 12.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedule (forms furnished in Section 4, Bidding Forms) shall conform to the requirements specified below.
- 12.2 All items in the Section 6, Statement of Requirements must be listed and priced separately in the Price Schedule. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 33.2.
- 12.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid including taxes, excluding any conditional discounts offered.
- 12.4 The Bidder offering conditional discounts shall indicate the methodology for their application in the Bid Submission Sheet.
- 12.5 The terms DDP, EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 12.6 Prices proposed on the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregating shall be solely for the purpose of facilitating the comparison of bids by the Public Body. This shall not in any way limit the Public Body's right to contract on any of the terms offered:
  - (a). For goods:
    - (i) The price of the goods quoted EXW, FOB, excluding any customs duties and sales and other taxes already paid or payable;
    - (ii) The price for carriage and insurance of goods supplied from outside the Federal Democratic Republic of Ethiopia, in accordance with the Incoterms specified in the Special Conditions of Contract;
    - (iii) The price for inland transportation, insurance, and other local services required to convey the goods to their final destination if specified in the BDS, and
    - (iv) All Ethiopian customs duties, VAT, and other taxes already paid or payable on the goods or on the components and raw material used in the manufacture or assembly if the contract is awarded to the Bidder.

- (b). For related services:
- (i) The price of the related services; and
  - (ii) All Ethiopian customs duties and sales and other taxes already paid or payable on the related services if the contract is awarded to the Bidder.
- 12.7 Prices quoted by the Bidder shall be fixed during the validity period of the Bid and throughout the Bidder's performance of the Contract and not subject to variation on any account. Bids submitted that are subject to price adjustment will be rejected.
- 12.8 If so indicated in BDS Sub-Clause 1.3, bids are being invited for a set of contract (package). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for the bid and to 100% of the quantities specified for the bid. Bidders wishing to offer any price reduction for the award of one Contract shall specify in their bid the price reductions applicable to the package. Price reductions shall be submitted in accordance with ITB Sub-Clause 12.4, and clearly indicated for the package in such a way that it can be announced during the public Bid opening session.
- 12.9 Where a foreign Bidder uses local inputs to satisfy the required object of procurement under the contract, the portion of the total contract price representing such local expenditure shall be expressed in ETB in the Price Schedule of the Bidder.

### **13. Currencies of Bid and Payment**

- 13.1 For Goods and Related Services that the Bidder will supply from inside Ethiopia the prices shall be quoted in the Ethiopian Birr, unless otherwise specified in the BDS.
- 13.2 For Goods and Related Services that the Bidder will supply from outside Ethiopia prices shall be expressed in Ethiopian Birr and in the currency of any eligible country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three currencies different from the currency of Ethiopia.

### **14. Professional Qualifications and Capability of the Bidder**

- 14.1 If required, in order to proof their professional qualifications and capability Bidders must provide relevant information for the period specified in the BDS by completing relevant tables in the form entitled Bidders Certification of Compliance furnished in Section 4, Bidding Forms.

### **15. Financial Standing of the Bidder**

- 15.1 If required in BDS, in order to proof that it has adequate financial resources to manage this Contract the bidder must present its financial data by completing relevant table in the form entitled Bidders Certification of Compliance that is furnished in Section 4, Bidding Forms.
- 15.2 Along with the proof referred to in Clause 15.1 the documents that are required as proof

of the bidder's financial standing are the following:

- (a). Financial statements certified by an independent auditor;
- (b). Other documents as stated in the BDS.

## **16. Technical Qualifications, Competence, and Experience of the Bidder**

- 16.1 The Bidder must present a description of its company and organization, with appropriate reference to any parent company and subsidiaries. The Bidder shall also include details demonstrating the Bidder's experience and ability in selling and servicing the Goods and Related Services listed in Section 6, Statement of Requirements. Also, each Bidder shall include a description of how it plans to manage the work included in this Bidding Document in addition to its other ongoing projects.
- 16.2 This information shall be included in a separate form entitled Bidders Certification of Compliance that is furnished in Section 4, Bidding Forms.
- 16.3 As a proof of satisfactory execution of contracts the Bidder must provide Certificates of satisfactory execution of contracts, provided by the other contracting party to the contracts concerned in number and within the period specified in the BDS for similar sized/type contracts with a budget of at least that of this contract, unless otherwise specified in the BDS including contact information for verification and inspection so as to provide due diligence. Contact information should include, at a minimum: name, function, address, e-mail, and phone number. Each reference provided should be the client's responsible project administrator or a senior official of the client who is familiar with the Bidder's performance and with the Bidder's system capabilities, and who may be contacted by the Public Body during the evaluation process.
- 16.4 The Certificate of satisfactory execution of contracts shall include the following data:
  - (a). The name and place of establishment of the contracting parties,
  - (b). The subject-matter of the contract,
  - (c). The value of the contract
  - (d). The time and place of performance of the contract,
  - (e). A statement concerning the satisfactory execution of contracts.
- 16.5 If, for objective reasons, such a certificate cannot be obtained from a contracting party, a statement issued by the bidder concerning satisfactory execution of contracts may also be valid, on presentation of proof that the certificate was requested.
- 16.6 If the Bidder(s) propose a joint venture all of the information listed above must be provided for all of the joint venture members. This information shall be in separate sections, one section per joint venture member. In addition, the Bid shall provide the agreements that support the relationships between joint venture members.
- 16.7 Unless otherwise specified in the BDS, the Public Body reserves the right to undertake

physical checking of current Bidder's technical qualifications and competence in order to make sure that the Bidder has adequate qualifications to manage this Contract.

**17. Documentary Technical Evidence**

- 17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents and to support details provided in the Section 6, Technical Specification and Compliance Sheet the Bidder shall furnish as part of its bid the documentary technical evidence, unless otherwise specified in the BDS.
- 17.2 The documentary evidence may be in the form of literature, illustrations, drawings brochures, or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Statement of Requirements.
- 17.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Public Body in the Statement of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Public Body's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section 6, Statement of Requirement

**18. Presentation of Samples**

- 18.1 The Public Body reserves the right to request production and presentation of samples representing any or all Goods proposed in response to this Bidding Document. If Bidder fails to provide such Goods for presentation, the Bidder's Proposal may be rejected by the Public Body in its sole discretion. The Bidder warrants that if awarded a Contract the Goods and Related Services delivered under such Contract shall meet or exceed the quality of the Goods presented. Samples of the quoted products, when requested in BDS, must be furnished free of charge and in a timely manner. Bidder should not submit unsolicited samples.
- 18.2 If the Public Body decide to request production and presentation of samples representing any or all Goods all Bidders will be informed in writing on the place where the samples are to be delivered and the time when and the place where the samples will be openly shown.
- 18.3 The Public Body shall handle and examine carefully, samples supplied by bidders; however Bidders shall not be paid compensation for samples lost or destroyed in the examination process because of their nature. Samples that are not lost or destroyed shall be returned to unsuccessful bidders. If samples are not claimed by unsuccessful bidders

within 6 months, they shall be forfeited to the government.

- 18.4 Unless the Public Body decides otherwise, a sample supplied by the successful bidder shall stay with the Public Body until the completion of the procurement process to be used for checking conformity during delivery.

## **19. Joint Venture or Consortium**

- 19.1 If bidder is a joint venture or consortium of two or more entities, the bid must be single with the object of securing a single contract; authorized person must sign the bid and will be jointly and severally liable for the bid and any contract. Those entities must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior consent in writing of the Public Body.
- 19.2 The bid may be signed by the representative of the joint venture or consortium only if he has been expressly so authorized in writing by the members of the joint venture or consortium, and the authorizing contract, notaries act or deed must be submitted to the Public Body. All signatures to the authorizing instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the bid are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must prove to the satisfaction of the Public Body that they comply with the necessary legal, technical and financial requirements and have the wherewithal to carry out the contract effectively.

## **20. Alternative Bids**

- 20.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 20.2 If permitted in BDS, the Public Body may consider alternative systems or products prior to the notification of the successful Bidder provided that the Bidder:
- Has submitted Bid in accordance with the Bidding Document as issued; and
  - Has submitted Bid based on alternative(s) to the Bidding Document as issued;
  - Has included with the Bid a demonstration of the advantages of the alternative solution over the initial solution, including a quantifiable justification of any economic and/or technical advantages; and
  - Has included with the Bid sufficient descriptive information for a complete evaluation of the proposed alternative(s) by the Public Body, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details.
- 20.3 Only the technical alternative(s), if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Public Body.

20.4 In evaluating a Bid containing an alternative process or product the Public Body may use any evaluation/award criteria as indicated in the BDS and Section 3, Evaluation Methodology and Criteria.

20.5 Alternative Bids not requested by the Public Body shall be rejected.

## **21. Period of Validity of Bids**

21.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Public Body. A bid valid for a shorter period may be rejected by the Public Body as non-responsive.

21.2 In exceptional circumstances, prior to expiry of the bid validity period, the Public Body may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

21.3 Bidders who are not willing to extend their bid validity period for what ever reason shall be disqualified from the bid without having forfeited their bid security.

21.4 Bidders agreeing to the Public Body's request for extension of their bid validity period have to express in writing their agreement to such request and for how long they are willing to extend the period. Similarly, they have to amend the validity period of their bid security on the basis of the extension of the bid validity period they have agreed to, or alternatively, furnish new bid security to cover the extended period.

21.5 A bidder not agreeing to extend the validity period of his/its bid security shall be treated as a bidder refusing the Public Body's request for extension of bid validity period, and as such, shall be disqualified from further bid proceeding.

## **22. Bid Security**

22.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security in original form and in the amount and currency specified in the BDS. A copy of bid security, if submitted without original form, shall not be accepted.

22.2 The bid security shall be, at the Bidder's option, in any of the following forms:

(a). An unconditional Bank Guarantee;

(b). An irrevocable Letter of Credit;

(c). Cash, check certified by a reputable bank or financial institution, or payable order; all from a reputable source from any eligible country. Securities issued by foreign banks or financial institutions shall be counter-guaranteed by an Ethiopian bank. The bid security shall be submitted either using the Bid Security Form included in Section 4, Bidding Forms, or in another substantially similar format approved by the Public Body. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the end of

the validity period of the bid. This shall also apply if the period for bid validity is extended.

- 22.3 The Bid Security of a Joint Venture shall be issued in the name of the Joint Venture submitting the bid provided the Joint Venture has legally been constituted, or else it shall be issued in the name of all partners proposed for the Joint Venture in the bid. Sanctions due to a breach of the terms of a Bid Security pursuant to ITB Clause 22.7 will apply to all partners to the Joint Venture.
- 22.4 Any bid not accompanied by a substantially responsive bid security, if one is required in accordance with ITB Sub-Clause 22.1, shall be rejected by the Public Body as non responsive.
- 22.5 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 47.
- 22.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 22.7 The bid security may be forfeited:
  - (a). If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 21.2; or
  - (b). If the successful Bidder fails to:
    - (i) Sign the Contract in accordance with ITB 45;
    - (ii) Furnish a performance security in accordance with ITB Clause 47; or
- 22.8 The bid security furnished by foreign bidders from a bank outside of Ethiopia has to be unconditional and counter guaranteed by local banks.

### **23. Documents Comprising the Bid**

- 23.1 All bids submitted must comply with the requirements in the Bidding Document and comprise the following:
- 23.2 Mandatory documentary evidence establishing the Bidder's qualification is the following:
  - (a). Bid Submission Sheet (form furnished in Section 4, Bidding Forms) including the following mandatory attachments:
    - (i) VAT registration certificate issued by the tax authority (only domestic Bidders in case of contract value specified in BDS Clause 4.6(b)(ii));
    - (ii) A valid tax clearance certificate issued by the tax authority (domestic Bidders only);

- (iii) Business organization registration certificate or trade license issued by the country of establishment;
  - (iv) Relevant professional practice certificates, as appropriate.
- (i) Valued license Importing license for Medical or industrial machinery Valued license for maintenance and installation of machinery, and Valued license for retailing of imported goods
- (b). Bidder Certification of Compliance (form furnished in Section 4, Bidding Forms) including the following mandatory attachments:
    - (i) Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company/joint venture/consortium, is duly authorized to do so, as stipulated in ITB Clause 24.2;
    - (ii) Documents required in the BDS Clause 15.2 as proof of the bidder's financial standing;
    - (iii) Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the course of the period as specified in the BDS with a budget of at least that of this contract, unless otherwise specified in the BDS Clause 16.3;
- (c). Technical Specification, Technical Offer, and Compliance Sheet (it should be presented as per template furnished in Section 6, Statement of Requirements) with detailed description of the proposed Goods and Related Services in compliance with the minimum technical requirements, including, if necessary, separate sheets or documentation for details. Technical Specification, Technical Offer, and Compliance Sheet Form must include the following mandatory attachments;
    - (i) Descriptive technical literature in accordance with ITB Clause 17 (if required in BDS);
    - (ii) Description of the organization of the warranty offered in accordance with the conditions laid down in GCC Clause 23;
    - (iii) Manufacturer Authorization Letter in accordance with ITB Clause 5.6
- (d). Delivery and Completion Schedule;
  - (e). Bid Security, in accordance with ITB Clause 22;
  - (f). Alternative bids, if permissible, in accordance with ITB Clause 20.
- (g). Domestic Bidders, individually or in joint ventures, applying for eligibility for a 15-percent margin of domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 35. **Not Applicable**.
- (h). In the case of a bid submitted by a joint venture (JV), the Form Data on Joint Ventures, the Agreement governing the formation of joint venture, or letter of intent to form JV, including a draft agreement, in accordance with ITB Clause 4.1.

- (i). Price Schedule for the Goods and Related Services offered (it should be presented as per template furnished in Section 4, Bidding Forms) and if necessary completed by separate sheets for the details.
- (j). Any other document or information required to be completed and submitted by Bidders, as specified in the BDS

**24. Format and Signing of Bid**

- 24.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 23 and clearly mark it “ORIGINAL.” Alternative bids, if permitted in accordance with ITB 20, shall be clearly marked —ALTERNATIVE. In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail. If required in BDS, Bidders shall be required to submit bid documents in two envelopes containing the technical and financial proposals separately.
- 24.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company/joint venture/consortium is duly authorized to do so and it shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for non-amended printed literature, shall be signed or initialed by the person signing the bid.
- 24.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

**D. Submission and Opening of Bids****25. Sealing and Marking of Bids**

- 25.1 The Bidder shall enclose the original and each copy of the bid, including alternative bids, if permitted in accordance with ITB Clause 20, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 25.2 The inner and outer envelopes shall:
  - (a). Be addressed to the Public Body in accordance with ITB Sub-Clause 26.1;
  - (b). Bear the subject of the procurement or the Project name, and procurement reference number indicated in the BDS;
  - (c). Bear the words “**Not to be opened before the time and date for bid opening**”.
- 25.3 The outer envelopes shall also indicate the name and address of the Bidder to enable the

bid to be returned unopened in case it is declared “late” pursuant to ITB Clause 27.1.

- 25.4 If all envelopes are not sealed and marked as required, the Public Body shall assume no responsibility for the misplacement or premature opening of the bid.

## **26. Deadline for Submission of Bids**

- 26.1 Bidders may always submit their bids by registered post or by hand. Bids must be received by the Public Body at the address and no later than the date and time indicated in the BDS.
- 26.2 The Public Body may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Public Body and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **27. Late Bids**

- 27.1 The Public Body shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 26. Any bid received by the Public Body after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

## **28. Withdrawal, Substitution, and Modification of Bids**

- 28.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 24.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- Submitted in accordance with ITB Clauses 24 and 25 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and
  - Received by the Public Body prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 26.
- 28.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 28.1 shall be returned unopened to the Bidders. Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.
- 28.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and expiry of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

**29. Bid Opening**

- 29.1 The Public Body shall conduct the bid opening in the presence of Bidders' designated representatives who choose to attend, and at the address, date and time specified in the BDS. The opening of the bid shall not be affected by the absence of the bidders on their own will.
- 29.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.
- 29.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a bid security, if required; and any other details as the Public Body may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB Sub-Clause 27.1.
- 29.4 The Public Body shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.
- 29.5 Any bid document not opened and read out during the bid opening proceeding shall not be considered for further evaluation.

**E. Evaluation and Comparison of Bids****30. Confidentiality**

- 30.1 Information relating to the examination, evaluation, clarification, and comparison of bids, and recommendation of contract award, shall not be disclosed to bidders or any

other persons not officially concerned with such process until information on Contract award is communicated to all bidders.

- 30.2 Any effort by a Bidder to influence the Public Body in the examination, evaluation, and comparison of the bids or Contract award decisions may result in the rejection of its bid.
- 30.3 Notwithstanding ITB Sub-Clause 30.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Public Body on any matter related to the bidding process, it should do so in writing.

### **31. Clarification of Bids**

- 31.1 To assist in the examination, evaluation, and comparison of the bids, the Public Body may, at its sole discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Public Body shall not be considered. The Public Body's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Public Body in the evaluation of the bids, in accordance with ITB Clause 34.
- 31.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Public Body's request for clarification, its bid may be rejected.

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### **32. Responsiveness of Bids**

- 32.1 The Public Body's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 32.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
  - (a). If accepted, would,
    - (i) Affect in any substantial way the scope or quality of the Goods and Related Services specified in the Contract; or
    - (ii) Limits in any substantial way, inconsistent with the Bidding Documents, the Public Body's rights or the Bidder's obligations under the Contract; or
  - (b). If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 32.3 If a bid is not substantially responsive to the salient requirements of the Bidding Documents it shall be rejected by the Public Body and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

- 32.4 Decisions to the effect that a bid is not substantially responsive must be duly justified in the evaluation minutes.
- 32.5 If only one Bid meets all salient requirements of the Bidding Document and is not otherwise disqualified, the Public Body may still complete the full evaluation of that Bid and sign contract with that Bidder if the Bid submitted by such bidder is satisfactory to the Public Body and the price offered by the bidder is comparable to or less than the market price of the required object of procurement.

**33. Nonconformities and Omissions**

- 33.1 Provided that a bid is substantially responsive, the Public Body may waive any nonconformity or omissions in the bid that does not constitute a material deviation.
- 33.2 Provided that a bid is substantially responsive, the Public Body may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 33.3 Provided that a bid is substantially responsive, the Public Body shall rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, by the highest price quoted in this bidding process to reflect the price of the missing or non-conforming item or component.

**34. Dubious price quotations and errors in calculation**

- 34.1 Provided that the bid is substantially responsive, the Public Body shall correct arithmetical errors on the following basis:
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Public Body there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 34.2 The Public Body shall correct the detected errors in calculation and notify the bidder in writing of the corrections made without any delay, requesting the bidder to confirm that he accepts the correction of the calculation error within the period specified in BDS

from the date on which the notice was received. The corrections shall be clearly indicated in the bid.

- 34.3 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified.

### 35. Margin of Preference

- 35.1 Preference shall be granted to locally produced goods, to small and micro enterprises established under the relevant Proclamation.
- 35.2 The margin of preference to be so granted for locally produced goods and applied when comparing prices during evaluation of bids shall be **15 %. Not Applicable!**
- 35.3 The preference to be granted as per Sub-Clause 35.2 shall be effective where it is certified by a competent auditor that no less than 35% of the total value of such products is added in Ethiopia. **Not Applicable!**
- 35.4 For the purpose of Sub-Clause 35.3, value added in Ethiopia shall be calculated by deducting from the total value of the product in question, the cost, exclusive of indirect taxes, of imported raw materials and other supplies used in the production of such product as well as services rendered abroad in connection with the production of that product.
- 35.5 Preference shall be given to small and micro enterprises established under the relevant law by a margin of 3% when such enterprises compete with local bidders. **Not Applicable!**

### 36. Preliminary Examination of Bids

- 36.1 The Public Body shall examine the bids to confirm that all documentary evidence establishing the Bidder's qualification requested in ITB Clause 23 have been provided, and to determine whether bid comply with administrative requirements of the Bidding Document.
- 36.2 From the time the Bids are opened to the time the Contract is awarded, the Bidders should not contact the Public Body on any matter related to its Bid. Any effort by Bidders to influence the Public Body in the examination, evaluation, ranking of Bids, and recommendation for award of Contract may result in the rejection of the Bidders' Bid.
- 36.3 The Public Body may determine bid as not responsive when:
- Bidder has failed to submit Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company/joint venture/consortium, is duly authorized to do so (ITB Sub-clause

24.2);

- (b). Original and all copies of the bid are not typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder (ITB Sub-clause 24.2);
- (c). All pages of the bid, except for non-amended printed descriptive literature, are not signed or initialed by the person signing the bid (ITB Sub-clause 24.2);
- (d). Bid is not written in language specified in the ITB Clause 11.1;
- (e). Bidder has failed to submit signed and dated Bid Submission Sheet Form;
- (f). Bidder has failed to submit signed and dated Price Schedule Form;
- (g). Bidder has failed to submit signed and dated Bidder Certification of Compliance Form;
- (h). Bidder has failed to submit signed and dated Technical Specification + Technical Offer+ Compliance Sheet Form;
- (i). Bidder has failed to submit signed and dated Delivery and Completion Schedule;
- (j). Bidder has failed to submit signed and dated Bid Security;
- (k). The Bid Security is not in accordance with ITB Clause 22.

### **37. Legal, Professional, Technical, and Financial Admissibility of Bids**

37.1 After confirming the bids comprise all mandatory documentary evidence establishing the Bidder's qualification, the Public Body will rule on the legal, technical, professional, and financial admissibility of each bid, classifying it as compliant or non-compliant with qualification requirements set forth in the Bidding Document.

#### **37.2 Legal admissibility**

The Public Body may determine bid as not responsive when:

- (a). Bidder does not have nationality in accordance with ITB Sub-Clause 4.2;
- (b). Bidder is found to have a conflict of interest as described in ITB Sub-Clause 4.3
- (c). Bidder has failed to submit valid business license indicating the stream of business (For supply of goods, For installation and maintenance of machinery, and For import of machineries) in which the bidder is engaged in accordance with ITB Clause 4.6(b)(i);
- (d). Bidder has failed to register itself in the Public Procurement and Property Administration Agency's suppliers list (mandatory for domestic Bidders only) in accordance with ITB Clause 4.7;
- (e). Domestic Bidder has failed to submit VAT registration certificate issued by the tax authority (in case of contract value specified in BDS Clause 4.6(b)(ii), in accordance with ITB Clause 4.6(b)(ii);
- (f). Domestic Bidder has failed to submit a valid tax clearance certificate issued by the tax authority in accordance with ITB Clause 4.6(b)(iii);

- (g). Foreign Bidder has failed to submit business organization registration certificate or valid trade license issued by the country of establishment, in accordance with ITB Clause 4.6(c);
- (h). Bidder has been debarred by Millenniums Medical College, St Paul Hospital for breach of its obligation under previous counteract with Millenniums Medical College, St Paul Hospital shall be rejected, in accordance with ITB Clause 4.4.
- (i). In the case of a bid submitted by a joint venture (JV), the Bidder has failed to submit the Form Data on Joint Ventures, the Agreement governing the formation of joint venture, or letter of intent to form JV, including a draft agreement, in accordance with ITB Clause 4.1

### **37.3 Professional admissibility**

The Public Body may determine bid as not responsive when:

- (a). Bidder has failed to submit relevant professional practice certificates, if required in BDS Clause 4.6(b)(iv);
- (b). Bidder has failed to provide in the Bidder Certification of Compliance Form information related to its professional qualification and capability for the period specified in the BDS Clause 14.1;

### **37.4 Technical admissibility**

The Public Body may determine bid as not responsive when:

- (a). Bidder has failed to provide in the Bid Submission Sheet Form the Statement attesting the origin of the Goods and Related Services offered;
- (b). Bidder has failed to provide in the Bidder Certification of Compliance Form information about major relevant contracts successfully completed in the number and period specified in the BDS;
- (c). Bidder has failed to submit Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the period and budget as specified in the BDS Clause 16.3;
- (d). Bidder has failed to complete its Technical Specification + Technical Offer+ Compliance Sheet Form in accordance with technical specification presented as per template in Section 6, Statement of Requirements and submit the following mandatory attachments;
  - (i) Bidder has failed to submit Descriptive technical literature in accordance with ITB Clause 17;
  - (ii) Bidder has failed to submit Description of the organization of the warranty offered in accordance with the conditions laid down in GCC Clause 23;
  - (iii) Bidder has failed to submit Manufacturer Authorization Letter in accordance with ITB Clause 5.6.

- (e). Bidder has failed to submit signed and dated Delivery and Completion Schedule presented as per template in Section 6, Statement of Requirements

### **37.5 Financial admissibility**

The Public Body may reject any bid when:

- (a). Bidder has failed to submit financial statements certified by an independent auditor as required in ITB Clause 15.2(a) for the period specified in Section 3, Evaluation Methodology and Criteria; – For international bidder;
- (b). Bidder has failed to submit other documents proofing its financial standing, as required in the BDS Clause 15.2(b); – For international bidder;
- (c). The average annual turnover for the period specified in Section 3, Evaluation Methodology and Criteria does not exceed the amount of the financial proposal of the Bid in value specified in the BDS; – For international bidder.
- (d). Bidder has failed to calculate Bid Prices for the Goods and Related Services offered as prescribed in ITB Clause 12; and
- (e). Bidder has failed to quote prices in currency specified in the BDS in accordance with ITB Clause 13.

## **38. Evaluation of Bids**

- 38.1 The Public Body shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 38.2 For evaluation and comparison purposes, the Public Body shall convert all bid prices expressed in the amounts in various currencies into a single currency indicated in BDS, using the selling exchange rate established by the National Bank of Ethiopia and on the date of the Bid opening.
- 38.3 To evaluate a bid, the Public Body shall only use all the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.
- 38.4 To evaluate a bid, the Public Body shall consider the following:
  - (a). The bid price;
  - (b). Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 34;
  - (c). Price adjustment due to discounts offered in accordance with ITB Sub-Clause 12.4;
  - (d). Converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB Sub-Clause 38.2;
  - (e). Adjustment for nonconformities and omissions in accordance with ITB Sub-Clause 33;

- (f). Application of all the evaluation factors, if indicated in Section 3, Evaluation Methodology and Criteria.
  - (g). Adjustments due to the application of a margin of preference, in accordance with ITB Clause 35.
- 38.5 The Public Body's cost evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 12. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors to be used, if any, and the methodology of application shall be indicated in Section 3, Evaluation Methodology and Criteria.
- 38.6 If these Bidding Documents are considered as one package, and the award is to a single Bidder, the methodology of evaluation to determine the lowest evaluated, including any discounts offered in the Bid Submission Sheet, is specified in the BDS and detailed in Section 3 Evaluation Methodology and Criteria.

**39. Comparison of Bids**

- 39.1 The Public Body shall compare all substantially responsive bids to determine the lowest evaluated bid as specified in Section 3: Evaluation Methodology and Criteria.

**40. Post-qualification Evaluation**

- 40.1 After identifying the successful bidder by evaluating the bid documents against the criteria set forth in this Bidding Document the Public Body shall conduct post qualification evaluation to establish the current qualification of the successful bidder where it feels that it has to be ascertained.
- 40.2 Such post qualification evaluation of the successful bidder may relate to submission of the documentary evidence specified in ITB Clause 37, unless satisfactory documents are already included in the Bid, concerning its current legal, professional, technical, and financial standing and conformity to the requirements stated in this Bidding Document.
- 40.3 If the successful bidder fails to provide this documentary proof within 15 calendar days following the Public Body's request or if the successful bidder is found to have provided false information its Bid shall be disqualified, in which event the Public Body shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**41. Acceptance or Rejection of Bids**

- 41.1 The Public Body reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

**42. Re-advertising bids**

- 42.1 The Public Body may issue invitation to bid for a second time under the following circumstances:
- (a). Where the Invitation to Bid has been unsuccessful, namely where no qualitatively or financially worthwhile Bids have been received.
  - (b). Where the best price offered by a bidder is significantly higher than the market price estimate of the object of procurement made by the Public Body prior to the issuance of the invitation to bid.
  - (c). Where it is concluded that non compliance with the rules and procedures governing bids prescribed by the Proclamation and Procurement Directive led to the failure of the invitation to bid to attract more than one bidder, or where it is believed that modifying the bidding document could attract adequate number of bidders.
  - (d). Circumstances of Force Majeure render normal implementation of the Contract impossible.

**F. Award of Contract****43. Award Criteria**

- 43.1 The Public Body shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 43.2 If Bids are being invited for individual contracts (lots) Contracts will be awarded lot by lot, but the Public Body may select the most favorable overall solution after taking account of any discounts offered. *Note: This is no applicable for this bid as the bid is considered as one package.*
- 43.3 If the Bidder is awarded more than one lot, a single contract may be concluded covering all those lots. . *Note: This is no applicable for this bid as the bid is considered as one package.*

**44. Right to Vary Quantities at Time of Award**

- 44.1 At the time the Contract is awarded, the Public Body reserves the right to increase or decrease the quantity of Goods and scope of Related Services originally specified in Section 6, Statement of Requirement, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**45. Announcing and Awarding of the Successful Bidder**

- 45.1 Prior to expiry of the period of bid validity, the Public Body shall notify in writing the

- result of a bid evaluation to all bidders alike at the same time.
- 45.2 The letter of notification to be disclosed to the unsuccessful bidders on the technical evaluation shall state the reason why they did not succeed in their bid and the identity of the successful bidder
- 45.3 A letter of award to be sent by the Public Body to a successful bidder shall not constitute a contract between him and the Public Body. A contract shall be deemed to have been concluded between the Public Body and the successful bidder only where a contract containing detailed provisions governing the execution of the procurement in issue is signed.
- 45.4 A letter of contract award to be sent to a successful bidder may contain the following information:
- (a). That the Public Body has accepted his bid;
  - (b). The total contract price;
  - (c). The list of items and their respective unit price;
  - (d). The amount of the performance security the successful bidder is required to furnish and the deadline for providing such security.

**46. Signing of Contract**

- 46.1 Promptly after notification of the proposed contract award the Public Body shall send the successful Bidder the Contract.
- 46.2 Within fifteen (15) days of receipt of the notification of award, the successful Bidder shall sign, date, and return it to the Public Body the Contract
- 46.3 The Public Body shall not sign a contract before seven working days from the date bidders are notified of the result of their bid or of any complaint against the bid proceeding.

**47. Performance Security**

- 47.1 Within fifteen (15) days from signing the contract the successful Bidder shall furnish the performance security in accordance with the GCC, using for that purpose the Performance Security Form included in Section 9, Contract Forms, or another form acceptable to the Public Body.
- 47.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security.
- 47.3 Small and micro enterprises shall be required to submit a letter of guarantee written by a competent body organizing and overseeing them in lieu of bid security, performance security or advance payment guarantee.

47.4 Where the successful bidder cannot or is unwilling to sign a contract or submit the above-mentioned Performance Security, the Public Body may either declare the bidder submitting the second lowest evaluated bid the successful bidder or invite such bidder to sign a contract or advertise the bid afresh by assessing the benefit of the two options.

## **Section 2.      Bid Data Sheet**

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## Section 2. Bid Data Sheet (BDS)

Instructions for Bidders (ITB) reference	Data relevant to ITB
<b>A. Introduction</b>	
<b>ITB 1.1</b>	The Public Body is: <b>Millennium Medical College, St Paul Hospital</b> Registered Address: Addis Ababa, Ethiopia
<b>ITB 1.1</b>	The Bidding Document is issued under Procurement Method: <b>International Competitive Bidding (ICB).</b>
<b>ITB 1.2 and 25.2(b)</b>	<p>The Project name is: <b>Medical Gas (Medical Oxygen , Medical Air, and Medical Vacuum) Generating Plants, Medical Oxygen Cylinders and systems, Pipe Work and Systems, and ventilation systems</b></p> <p>General description of Goods that are subject of the procurement is:  <b>Supply, installation, and Commissioning of Medical Gas Generating Plants, and Medical Oxygen Cylinders and systems, Pipe Work and Systems, and Ventilation systems supported with proper training.</b></p> <p>Beyond the supply of oxygen, medical air and suction system to the various units of the hospital at St. Paul, the Medical Gas System is also expected to have an exclusive filling station and manifold system which shall be used to prepare compressed gas cylinders used as a reserve source of supply for the hospital beyond its daily function to fill up to 100 (One hundred) standard medical oxygen cylinders for use by other public and private hospitals in Addis Ababa.</p> <p>Modifying the existing building to fit to the project implementation is considered as part of the project electro-mechanical works. Thus, civil works related to pipe and any accessories, and generating plants installation is part of this project. Separate offer for civil work is NOT Applicable.</p>
<b>ITB 1.3 and</b>	The Procurement Reference Number is: <b>ICB/014/07</b>

Instructions for Bidders (ITB) reference	Data relevant to ITB
<b>25.2(b)</b>	
<b>ITB 1.3</b>	<p><b>The number and identification of Items in this Bidding Document is:</b></p> <p><b>The bid is one package.</b></p>
<b>ITB 4.1(a)</b>	<p>The individuals or firms in a joint venture, consortium or associations jointly and severally liable.</p>
<b>ITB 4.6(b)(ii)</b>	<p>Domestic Bidders shall provide VAT registration certificate issued by the tax authority in case of contract value of ETB100, 000.00 and above.</p>
<b>ITB 4.6(b)(iv)</b>	<p>Relevant professional practice certificate must be required.</p>
<b>ITB 4.8</b>	<p>A Bidder shall amend the evidence of its continued eligibility with the following documents:</p> <ol style="list-style-type: none"> <li>1. ISO Certificate, DIN, ANSI, IEC, IEEE, BS, NFPA latest edition, HTM 2022, HTM 02-01, European Standards etc certificate or equivalent</li> <li>2. Copies of audited annual reports for the past three years</li> <li>3. Copies of original documents defining the constitutional or legal status place of registration and principal place of business</li> <li>4. In the case of a joint venture, documentary evidence of past experience of three contracts in the past three years on similar assignments for each partner.</li> <li>5. Joint venture agreements, if applicable.</li> <li>6. Written power of attorney of the signatory of the Bid.</li> <li>7. 3 years Past experience with similar projects.</li> <li>8. Other documents specified in part 2,Section 6- “ Statement of Requirements”</li> </ol> <p>The local agent is required to submit:</p> <ul style="list-style-type: none"> <li>• VAT. Registration Certificate;</li> <li>• Renewed Trade Licence - for the supply of medical or Industrial machinery, Maintenace and Industrial license for machinery, Retailing license for imported items, with Manufacturer Authorization letter for this Bid, Written work experience for supply</li> </ul>

Instructions for Bidders (ITB) reference	Data relevant to ITB																						
	and installation of Medical Gas Generators, and Systems, ISO certificate. DIN, ANSI, IEC, IEEE, BS, NFPA latest edition, HTM 2022, HTM 02-01, European Standards etc certificate or equivalent to manufacturer company																						
<b>ITB 5.6</b>	The Bidder shall be required to include with its bid, documentation from the Manufacturer of the Goods, that it has been duly authorized to supply, in Ethiopia, the Goods indicated in its bid.																						
<b>B. Bidding Documents</b>																							
<b>ITB 7.1 and 9.4</b>	<p>For <b>questions and/or clarification purposes</b> only, the Public Body's address is:</p> <table border="1" data-bbox="528 874 1393 1402"> <tbody> <tr> <td>Public Body:</td><td>Millenniums Medical College, St Paul Hospital</td></tr> <tr> <td>Attention:</td><td>Mr. Anwar Mustefa, Mr. Tesfaye Derebie</td></tr> <tr> <td>Floor/Room number:</td><td>102 office number</td></tr> <tr> <td>P.O. Box:</td><td>1271</td></tr> <tr> <td>Street Address:</td><td>St Paul Hospital</td></tr> <tr> <td>Town/City:</td><td>Addis Ababa</td></tr> <tr> <td>Post Code:</td><td></td></tr> <tr> <td>Country:</td><td>Ethiopia</td></tr> <tr> <td>Telephone:</td><td>+251-11-2750125/11-896553</td></tr> <tr> <td>Facsimile:</td><td>+251-11-2774787</td></tr> <tr> <td>E-mail address</td><td><a href="mailto:anwami@yahoo.com">anwami@yahoo.com</a>, <a href="mailto:tesbob19@gmail.com">tesbob19@gmail.com</a></td></tr> </tbody> </table>	Public Body:	Millenniums Medical College, St Paul Hospital	Attention:	Mr. Anwar Mustefa, Mr. Tesfaye Derebie	Floor/Room number:	102 office number	P.O. Box:	1271	Street Address:	St Paul Hospital	Town/City:	Addis Ababa	Post Code:		Country:	Ethiopia	Telephone:	+251-11-2750125/11-896553	Facsimile:	+251-11-2774787	E-mail address	<a href="mailto:anwami@yahoo.com">anwami@yahoo.com</a> , <a href="mailto:tesbob19@gmail.com">tesbob19@gmail.com</a>
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E-mail address	<a href="mailto:anwami@yahoo.com">anwami@yahoo.com</a> , <a href="mailto:tesbob19@gmail.com">tesbob19@gmail.com</a>																						
<b>ITB 7.1 and 9.4</b>	<p><b>The deadline for submission of questions and/or clarifications is:</b>  <b>Date: on 35<sup>th</sup> calendar days of the 1<sup>st</sup> Announcement</b>  <b>Time: 10:00 a.m.</b></p>																						
<b>C. Preparation of Bids</b>																							
<b>ITB 12.5</b>	The Inco terms edition is: <b>2010</b> .																						
<b>ITB 12.6(iii)</b>	Bidders shall be required to quote price for supply of goods, construction and installation, commissioning including training																						
<b>ITB 12.7</b>	The prices quoted by the Bidder shall be: Fixed																						

Instructions for Bidders (ITB) reference	Data relevant to ITB
ITB 12.8	<p>Prices quoted shall be corresponding to hundred percent of the items specified.</p> <p><b>N.B. partial quotation should be result in rejection point of bid.</b></p>
<b>ITB 13.1</b>	<p>For Goods and Related Services that the Bidder will supply from inside Ethiopia the prices shall be quoted in <b>Ethiopian Birr</b>.</p>
<b>ITB 14.1</b>	<p>Bidder shall provide in the Bidder Certification of Compliance Form information related to its professional qualification and capability for the current and the previous 3 years in order to proof its professional capacity.</p>
<b>ITB 15.2(b)</b>	<p>As a proof of the bidder's financial standing the following documents need to be furnished</p> <ul style="list-style-type: none"> <li>(a). Financial statements certified by an independent auditor;</li> <li>(b). Other documents as stated in the BDS</li> </ul>
<b>ITB 16.3</b>	<p>Bidder must submit at least 1 (one) Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the course of the past 3 years with a budget 500,000 USD and above.</p>
<b>ITB 16.7</b>	<p>The Public Body shall undertake physical checking of current Bidder's technical qualifications and competence.</p>
<b>ITB 17.1</b>	<p>Bidder furnish as part of its bid the following documentary technical evidence:</p> <ul style="list-style-type: none"> <li>(a) Name &amp; Address of the Supplier and Agent</li> <li>(b) Power of Attorney.</li> <li>(c) Business license indicating the stream of business in which Valid the Bidder is engaged,</li> <li>(d) VAT registration certificate issued by the tax authority (only domestic Bidders in case of contract value as specified in BDS),</li> <li>(e) Valid Tax clearance certificate issued by the tax authority (domestic Bidders only)</li> <li>(f) ISO, DIN, ANSI, IEC, IEEE, BS, NFPA latest edition, HTM 2022, HTM 02-01, European Standards etc certificate or equivalent.</li> <li>(g) Copies of original document defining the constitutional or legal</li> </ul>

Instructions for Bidders (ITB) reference	Data relevant to ITB
	<p>status, place of registration and principal place of business.</p> <p>(h) In case of joint venture, document evidence about past experience, Joint venture, agreement document, if applicable.</p> <p>(i) Certification of Warranty, original</p> <p>(j) Manufacturer Authorization, original catalogue and Brochure.</p> <p>(k) Past experience- 3years – with similar projects</p> <p>Laboratory test certificates or test reports, accreditation documents required for the testing institutions, warranty period for the systems, quality certificate for the equipment, after-sale service, sworn statement of the response time for adjustment any defect occur and Compliance Sheet Form (the form is attached in this Bid document)</p> <p>Otherwise, it shall be sufficient reason for rejection.</p>
<b>ITB 18.1</b>	Samples of the quoted products shall be requested for all items: <b>Not applicable</b>
<b>ITB 20.1</b>	Alternative Bids <b>shall not</b> be considered.
<b>ITB 20.4</b>	If alternative bids are permitted under BDS Clause 20.1 they must meet the following criteria: <b>Not applicable</b>
<b>ITB 21.1</b>	The bid validity period shall be: <b>90days</b> .
<b>ITB 22.1</b>	<p>A bid security shall be required.</p> <p>The amount and currency of the bid security shall be: Birr <b>500,000.00</b> (Birr Five Hundred Thousand) or equivalent in hard currency in the form of CPO or bank guarantee.</p>
<b>ITB 24.1</b>	In addition to the original of the bid, the number of copies required is 2(Two) i.e. 1 original financial and 1 original technical, 2 copy financial and 2 copy technical
<b>ITB 24.1</b>	Bidders shall be required submitting bid documents in Three envelopes containing the technical offer, bid security in the form of CPO or Bank guarantee from local Commercial Banks and financial offer separately.
	<b>Technical Offer</b>
	The Bidder shall prepare and submit one original and two copies of the

Instructions for Bidders (ITB) reference	Data relevant to ITB
	<p>technical part of the bid clearly marking each as Original &amp; Copy. In the event of any Discrepancy between them, the Original shall govern. Bidders shall Not indicate their price in their offer. The inclusion of any information in Technical offer that can indicate the price directly or indirectly may result in the rejection of the offer.</p> <p><b>Financial Offer</b></p> <p>The Bidder shall prepare and submit one original and two copies of the Financial offer (Bid price Schedule) in separately sealed envelopes, clearly marking each as Original &amp; Copy.</p> <p><b>BID Guarantee</b></p> <p>The Bidder shall submit the <b>BID Security/Guarantee</b> in a separate/third/ envelope clearly marking it bid gargantee.</p> <p>The three envelopes shall then be enclosed inside one big envelope, all together, and the bidder shall seal and mark the big envelope.</p> <p>The original and the copies of the bid shall be typed or written in indelible ink and <b>shall be stamped and signed</b> by the Bidder or person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for printed literature, shall be <b>stamped and signed</b> by the person or persons signing the bid.</p> <p>Any interlineations erasures, or over writing shall be valid only if they are initialled by the person or persons signing the bid.</p> <p>All documentary technical evidence shall be submitted with technical envelop.</p> <p>Envelope 1(Technical document) and envelope 3 (Bid Bond) will be opened at the opening date and envelope 2 (Financial document) will be kept unopened. Envelope 2 will be opened after finalization of technical evaluation. The financial envelope of the technically failed (unqualified) bidder will be returned unopened.</p> <p><b>N.B.</b> The Bidder shall provide Bid Submission Sheet in both Financial and</p>

Instructions for Bidders (ITB) reference	<b>Data relevant to ITB</b>																
	Technical document. But Bidders shall Not indicate their price in their technical offer. Otherwise shall be rejected.  <b>All pages of the bid, except for printed literature, should be <u>initialled and stamped</u> by the person or persons signing the bid.</b>																
<b>D. Submission and Opening of Bids</b>																	
<b>ITB 26.1</b>	For <b>bid submission purposes</b> only, the Public Body's address is: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Public Body:</td><td><b>Millennium Medical College, St Paul Hospital</b></td></tr> <tr> <td>Attention:</td><td>Mr. Anwar Mustefa, Mr. Tesfaye Derebie,</td></tr> <tr> <td>Floor/Room number:</td><td><b>102 office number</b></td></tr> <tr> <td>P.O. Box:</td><td><b>1271</b></td></tr> <tr> <td>Street Address:</td><td><b>St Paul Hospital</b></td></tr> <tr> <td>Town/City:</td><td>Addis Ababa</td></tr> <tr> <td>Post Code:</td><td></td></tr> <tr> <td>Country:</td><td>Ethiopia</td></tr> </table> <p>The deadline for bid submission is:  <b>Date: on the 45<sup>th</sup> calendar days of the 1<sup>st</sup> Announcement</b>  <b>Time: 10:00 a.m.</b></p>	Public Body:	<b>Millennium Medical College, St Paul Hospital</b>	Attention:	Mr. Anwar Mustefa, Mr. Tesfaye Derebie,	Floor/Room number:	<b>102 office number</b>	P.O. Box:	<b>1271</b>	Street Address:	<b>St Paul Hospital</b>	Town/City:	Addis Ababa	Post Code:		Country:	Ethiopia
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<b>ITB 29.1</b>	The <b>bid opening</b> shall take place at: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Public Body:</td><td>Millennium Medical College, St Paul Hospital</td></tr> <tr> <td>Floor/Room number:</td><td>102 office number</td></tr> <tr> <td>Street Address:</td><td>St Paul Hospital</td></tr> <tr> <td>Town/City:</td><td>Addis Ababa</td></tr> <tr> <td>P.O. Box:</td><td>1271</td></tr> <tr> <td>Country:</td><td>Ethiopia</td></tr> <tr> <td>Date:</td><td><b>On 45<sup>th</sup> calendar days of the 1<sup>st</sup> Announcement</b></td></tr> <tr> <td>Time:</td><td><b>02:00 p.m.</b></td></tr> </table>	Public Body:	Millennium Medical College, St Paul Hospital	Floor/Room number:	102 office number	Street Address:	St Paul Hospital	Town/City:	Addis Ababa	P.O. Box:	1271	Country:	Ethiopia	Date:	<b>On 45<sup>th</sup> calendar days of the 1<sup>st</sup> Announcement</b>	Time:	<b>02:00 p.m.</b>
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Instructions for Bidders (ITB) reference	Data relevant to ITB
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 34.2</b>	Bidder has to confirm that the company accepts the correction of the calculation error within three working days. The corrections shall be clearly indicated in the bid.
<b>ITB 35.1</b>	A margin of preference shall <b>be</b> applied. <b>Not Applicable</b>
<b>ITB 37.4(b)</b>	Bidder shall provide in the Bidder Certification of Compliance Form information about major relevant contracts successfully completed including ongoing projects in the course of the past 3 (Three) years – <b>Similar projects</b> .
<b>ITB 38.2</b>	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>Ethiopian Birr</b> , using the selling exchange rate established by the <b>National Bank of Ethiopia</b> and on the date of the Bid (Price offer) opening.
<b>ITB 38.6</b>	Multiple awards to one Bidder be permitted. <b>Not applicable</b> . <b>Note that the procurement is one set (package); item wise evaluation is not applicable and No Multiple Contracts.</b>
<b>F. Award of Contract</b>	
<b>ITB 44.1</b>	The percentage by which quantities may be increased is: 20% The percentage by which quantities may be decreased is: 20%

## **Section 3.      Evaluation Methodology and Criteria**

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5.	Alternative Bids	9

This section, read in conjunction with Section 1, Instructions to Bidders and Section 2, Bid Data Sheet, contains all the factors, methods and criteria that the Public Body shall use to evaluate a bid and determine whether a bidder has the required qualifications. No other factors, methods or criteria shall be used.

## **48. Professional, Technical, and Financial Qualification Criteria**

The following qualification criteria will be applied to Bidders. In the case of bids submitted by a consortium, these qualification criteria will be applied to the consortium as a whole

### **48.1 Technical Qualifications, Competence, and Experience of the Bidder (ITB Clause 16)**

- (a). The bidder shall provide Manufacturer's authorization for each system i.e. Medical Oxygen, Medical Air, Medical Vacuum, Medical Pipe, Medical Oxygen Cylinders, and Ventilation System. A bidder with incomplete manufacturer's authorization for the respective system shall be considered as non-responsive.
- (b). The bidder shall provide compliance Sheet as per the format in Part 2 – Statement of Requirements, Section 6, sub-part D - Technical Specification, and fitting to the general requirement, space available. Product catalogs, manufacturing standards and certificates, and manufacturing authorizations' for Medical Oxygen, Medical Air, Medical Vacuum, Medical Pipe, Medical Oxygen Cylinders, and Ventilation System are mandatory. A bidder with incomplete offer of the aforementioned shall be considered as non-responsive.
- (c). The Bidder has successfully completed at least one contracts including ongoing projects with a budget of 500,000 USD and above that of this contract in the past 3 years for similar goods and related service in the Federal Democratic Republic of Ethiopia or others similar countries.
- (d). The bidder shall provide evidence that it has at least 3 years experience of providing the goods and related services required, This can be provide a letter of testimony for supply of goods at least for one governmental organization.
- (e). The bidder shall provide minimum warranty, 2 years, and provision of after sales service, otherwise considered as non responsive

Evaluation Summary and Quantification Criterion

No	Evaluation criterion		Points	
1	<b>System Compatibility</b>		<b>4%</b>	
1.1	System Integration		4%	
2	<b>Medical Oxygen, Medical Air and Medical Vacuum Generating Plants, and Pipe Work and Systems</b>		<b>57%</b>	
	2.1	<i>Medical Oxygen System</i>	13%	
	2.2	<i>Medical Air System</i>	9%	
	2.3	<i>Medical Vacuum System</i>	9%	
	2.4	<i>Medical Pipe System</i>	17%	
	2.5	<i>Medical Oxygen Cylinder and filling System</i>	7%	
	2.6	<i>Ventilation System</i>	2%	
3	<b>Standards</b>		<b>4%</b>	
	3.1	<i>Components' manufacturing</i>	2%	
	3.2	<i>Compliance to component output</i>	2%	
4	<b>Implementation Methodology</b>		<b>4%</b>	
	4.1	System Process and flow	2%	
	4.2	Approach and Work plan	2%	
5	<b>Delivery time</b>		<b>4%</b>	
	5.1	<i>6 months</i>	4%	
	5.2	<i>6-9 months</i>	2%	
	5.3	<i>9-12 months</i>	1%	
6	<b>Knowledge transfer</b>		<b>9%</b>	
	6.1	<i>Training</i>	3%	
	6.2	<i>Certification</i>	6%	
7	<b>Provision of After Sales Service</b>		<b>8%</b>	
	7.1	<i>Spare part</i>	4%	
	7.2	<i>Maintenance and Repair</i>	4%	
8	<b>Non Technical Requirement</b>		<b>10%</b>	
	8.1	<i>Financial and organization</i>		5%
		8.1.1 Financial Standing		2%
		8.1.2 Professional Qualifications, Capabilities, organizational structure		3%
	8.2	<i>Experience and relevant years</i>		5%
		8.2.1 0-1 year		1%
		8.2.2 2-3 years		3%
		8.2.3 4 years and above		5%
<b>Total</b>			<b>100%</b>	

After evaluation of legal, professional and technical which accounts for minimum acceptable evaluation point of 80%; below 80% is considered as non responsive to the requirement. With regard to financial admissibility of the bids, the Public Body shall award the contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents **and** with the lowest price.

### Evaluation for Medical Oxygen Generating System

No	Evaluation criterion		Points
1	Concentrator		<b>15%</b>
	1.1	Capacity	<i>Mandatory</i>
	1.2	Purity	<i>Mandatory</i>
	1.3	Overall dimension	5%
	1.4	Electrical components	5%
	1.5	Accessories (Relief valve and gauges)	5%
2	Oxygen Surge Tank		<b>15%</b>
	2.1	Pressure coded	5%
	2.2	Capacity	5%
	2.3	Material	2%
	2.4	Accessories	3%
3	Air Compressor		<b>30%</b>
	3.1	Capacity	5%
	3.2	Air flow capacity	5%
	3.3	Energy Usage	4%
	3.4	Noise level	4%
	3.5	Type	5%
	3.6	Display type	3%
	3.7	Accessories	4%
4	Air Filter		<b>10%</b>
	4.1	Standard and class	5%
	4.2	Filtration grade	5%
5	Air Tank		<b>10%</b>
	5.1	Capacity (volume)	5%
	5.2	Capacity (pressure)	5%
6	High Pressure Booster		<b>20%</b>
	6.1	No of outlets	10%

	6.2	Pressure capacity	5%
	6.3	Production rate	5%
		<b>Total</b>	<b>100%</b>

### Evaluation for Medical Air Generating System

No	Evaluation criterion		Points
1	General		<b>15%</b>
	1.1	Capacity	<i>Mandatory</i>
	1.2	Standard	10%
	1.3	Electrical components	5%
2	Air Receiver		<b>10%</b>
	2.1	Standard	4%
	2.2	Accessories	3%
	2.3	Design Pressure	3%
3	Air Compressor		<b>35%</b>
	3.1	Standard	10%
	3.2	Compressor Type	5%
	3.3	Noise level	3%
	3.4	Compressor Motor	3%
	3.5	Working Pressure	5%
	3.6	Accessories	4%
	3.7	Specific requirements	5%
4	Dryer/Filter/Regulator System		<b>20%</b>
	4.1	Standard	10%
	4.2	Accessories	10%
5	Control Panel		<b>20%</b>
	5.1	Standard	5%
	5.2	Display type	4%
	5.3	Accessories	3%
	5.4	Alarm type	3%
	5.5	Remote monitoring system	5%
	<b>Total</b>		<b>100%</b>

### Evaluation for Medical Oxygen Cylinders and Filling System

No	Evaluation criterion	Points
1	D-Type Medical Oxygen Cylinder	<b>25%</b>

	1.1	Flow meter type	5%
	1.2	Size	5%
	1.3	Material	5%
	1.4	Standard	5%
	1.5	Accessories	5%
2	B-Type Medical Oxygen Cylinder		<b>25%</b>
	2.1	Flow meter type	5%
	2.2	Size	5%
	2.3	Material	5%
	2.4	Standard	5%
	2.5	Accessories	5%
3	Automatic Manifold Changeover		<b>40%</b>
	3.1	Capacity	5%
	3.2	Standard	5%
	3.3	Accessory	20%
	3.4	System type	10%
4	Trolley		<b>10%</b>
	4.1	Size	4%
	4.2	Material	3%
	4.3	Design	3%
	<b>Total</b>		<b>100%</b>

### Evaluation for Medical Vacuum Generating System

No	Evaluation criterion		Points
1	System Configuration		<b>25%</b>
	1.1	Capacity	<i>Mandatory</i>
	1.2	Type	10%
	1.3	Overall dimension	5%
	1.4	Electrical components	5%
	1.5	System Accessories	5%
2	Air Receiver		<b>20%</b>
	2.1	Standard	10%
	2.3	Vacuum Setting	5%
	2.4	Accessories	5%
3	Compressor Motor		<b>10%</b>
	3.1	Size (Capacity)	5%

	3.2	Rated voltage	5%
4	Control Panel		<b>10%</b>
	4.1	Standard and class	5%
	4.2	Alarm system	5%
5	Vacuum Pump		<b>35%</b>
	5.1	Type	10%
	5.2	Efficiency	5%
	5.3	Cooling system	10%
	5.4	Valve accessories	10%
	<b>Total</b>		<b>100%</b>

### Evaluation for Medical Pipe Work and Systems

No	Evaluation criterion		Points
1	Pipes		<b>20%</b>
	1.1	Dimension	5%
	1.2	Standard	10%
	1.3	Material	5%
2	Joint and Fittings		<b>10%</b>
	2.1	Dimension	2.5%
	2.2	Standard	2.5%
	2.3	Material	2.5%
	2.4	Fitting type	2.5%
3	Support		<b>4%</b>
	3.1	Standard	2%
	3.2	Material	2%
4	Bed Head Trunking/Walling System		<b>2%</b>
	4.1	Standard	1%
	4.2	Material	1%
5	LVA		<b>10%</b>
	5.1	Valve Type	5%
	5.2	Flow meter standard	5%
6	AVSU		<b>20%</b>
	6.1	Valve Type	5%
	6.2	Flow meter standard	5%
	6.3	Alarm System	10%
7	Terminal Unit		<b>34%</b>
	7.1	Standard	14%
	7.2	Outlet Type	10%

7.3	Accessories	10%
	<b>Total</b>	<b>100%</b>

**Attention to bidders (Mandatory deliverables):**

- For a better understanding of the volume and complexity of the project work, bidders are best advised to make site visit.
- The supplier should deliver the items to St. Paul's Hospital, Millennium Medical College on time.
- The supplier should install all the items based on the layout prepared by the engineering consultants of the hospital.
- The supplier should undertake proper commissioning after installation. Of particular emphasis, training and commissioning includes onsite training and certifying at least 20 technicians of the client as well as first hand industrial exposure for four technicians and engineers, two from each of the client and the consulting firm, for five working days in to tertiary hospitals (using the same medical gas system) and the manufacturing plant with in the country of origin of the plant; the costs incurred for all onsite training and overseas exposure training must be taken in to account and reflected as part of the financial bidding by the supplier.
- The supplier should provide operational training to operators during installation and commissioning. The supplier shall enter in to binding agreement with the hospital for an after sales service and supply of spare parts for five more years beyond the warranty period.
- The generator should be delivered with complete electrical equipments for making the system operational.
- Other associated materials not mentioned here but necessary for the installation work should be provided by the supplier. St. Paul's Hospital, Millennium Medical College will provide nothing with regard to the installation work.
- All additional costs for plant installation, piping (including all sorts of civil work during the piping,) testing, commissioning and training (such as breakers, electrical docks, cables, water supply lines, testing equipments, human labor, etc) must be included in the unit price breakdown and the hospital shall not pay any additional payment over the unit price. The costs involved for all unforeseen civil works and fixtures are bearable by the supplier.
  - The supplier should have a valued license for importing in one of industrial or medical equipment.
  - The supplier should have relevant experience in supplying, installing of Medical Oxygen generator and Medical Air system.

- The supplier should have a valued renewed license for installation and maintenance of machinery or medical plants.
- The supplier should have a valued renewed license for retailing license for imported goods.
- The supplier should have :
  - *TIN Certificate*
  - *VAT Certificate*
  - *Commercial Registration and Business License*

## 49. Determining the Successful Bid

According to the methodology defined in the Public Procurement Proclamation and Directives the Public Body shall select the successful bid by applying the following method:

- A. The bid that is found to be substantially responsive (greater or equal to 80%, evaluation point) to the professional, technical, and financial qualification requirements, technically compliant in relation to the technical specifications, and with the lowest price.

### The Bid with the Lowest Price

- 49.1 The bids shall be examined to confirm that all documentary evidence establishing the Bidders' qualifications requested in ITB Clause 23 have been provided;
- 49.2 After confirming the bids comprise all mandatory documentary evidence establishing the Bidder's qualification the Public Body will rule on the legal, technical, professional, and financial admissibility of the bid, classifying it as compliant or non-compliant with qualification requirements set forth in the Bidding Document;
- 49.3 The Public Body will then analyze the bids technical conformity in relation to the technical specifications, classifying them technically compliant or non-compliant.
- 49.4 The Public Body shall continue evaluation of bids that have been determined to be substantially responsive with rectification of nonconformities and omissions in bids, if any.
- 49.5 The Public Body shall examine all bids to ascertain whether there are any arithmetic errors in computation and summation. The Public Body shall notify bidders on adjusted calculation errors and request bidders to confirm that they accept the correction of the calculation error within the time limit of three days from the receiving of the notification.

49.6 After evaluation of legal, professional, technical, and financial admissibility of bids the Public Body shall award of the contract the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and with the lowest price.

## **50. Domestic Preference**

Domestic preference shall not be a factor in bid evaluation, unless otherwise specified in the BDS.

## **51. Evaluation of Multiple Contracts**

Since in accordance with ITB Sub-Clause 38.6 the Public Body shall be allowed to award to one Bidder, the following methodology shall be used for award of a contract:

To determine the lowest-evaluated lot combinations, the Public Body shall:

- (a). Evaluate only contracts that include the whole package as specified in ITB 12.8;
- (b). Take into account:
  - (i) The lowest-evaluated bid that meets the requirement of evaluation criteria, technically;
  - (ii) The price reduction and the methodology for their application as offered by the Bidder in its bid; and
  - (iii) The contract-award sequence that provides the minimum price, taking into account any limitations due to constraints in supply or execution capacity.

## **52. Alternative Bids**

Alternative Bids: **shall not** be Considered.

## **Section 4.      Bidding Forms**

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**A. Bid Submission Sheet****Place and Date:****Procurement Reference No.:****Alternative No.:****To: Millenium Medical College, St. Paul Hospital****Addis Ababa  
Ethiopia****SUBMITTED BY<sup>1</sup>:**

	<b>Complete Name and Address of the Seat of the Bidder</b>	<b>Nationality<sup>2</sup></b>
<b>Leader<sup>3</sup></b>		
<b>Member</b>		
<b>Etc ...</b>		

In response to your Bidding Document for the above Procurement Number:, we, the undersigned, hereby declare that:

- (a) We have examined and accept in full the content of the Bidding Document for the, Procurement Number: We hereby accept its provisions in their entirety, without reservation or restriction.
- (b) We offer to supply, construct/install, commission with proper training in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the Statement of Requirements the following Goods and Related Services: ;
- (c) Warranty period for offered Goods and Related Services  
is \_\_\_\_\_.
- (d) The total price of our Bid, excluding any discounts offered in item (e) below is:  
\_\_\_\_\_;
- (e) The discounts offered and the methodology for their application are:

<sup>1</sup> One signed original Bid Submission Form signed by each legal entity making the Bid must be supplied together with the number of copies specified in the Instruction to Bidders.

<sup>2</sup> Country in which the legal entity is registered.

<sup>3</sup> Add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this bidding procedure. If this bid is being submitted by an individual bidder, the name of the bidder should be entered as "leader" and all other lines should be deleted.

Unconditional Discounts: If our bid is accepted, the following discounts shall apply. .

Methodology of Application of the Discounts: The discounts shall be applied using the following method:

- (f) Our bid shall be valid for a period of ----- days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before expiry of that period;
- (g) The prices in this bid has been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  - i. Those prices;
  - ii. The intention to submit a bid; or
  - iii. The methods or factors used to calculate the prices offered.
- (h) The price in this bid has not been and will not be knowingly disclosed by the , directly or indirectly, to any other bidder or competitor before bid opening.
- (i) We, including any subcontractors for any part of the contract resulting from this procurement process, are eligible to participate in public procurement in accordance with ITB Clause 4.1 and have not been debarred by a decision of the Public body from participating in public procurements for breach of our obligation under previous contract ;
- (j) We are not insolvent, in receivership, bankrupt or being wound up, not have had our business activities suspended and not be the subject of legal proceedings for any of the foregoing;
- (k) We have fulfilled our obligations to pay taxes according to Ethiopian Tax laws
- (l) We have read and understood the provisions on fraud and corruption in GCC Clause 5 and confirm and assure to the Public Body that we will not engage ourselves into these evil practices during the procurement process and the execution of any resulting contract;
- (m) We have not committed an act of embezzlement, fraud or connivance with other bidders.
- (n) We have not given or have been offered to give inducement or bribe to an official or procurement staff to influence the result of the bid in our favor.
- (o) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative bids in accordance with the Bidding Document;
- (p) We do not have any conflict of interest and have not participated in the preparation of the original Statement of Requirements for the Public Body;

- (q) If our bid is accepted, we commit to submit a performance security in accordance with the GCC Clause 47 of the Bidding Documents, in the amount of for the due performance of the Contract;
- (r) We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries ];
- (s) Offered Goods and Related Services do not originate in a country in respect of which the Government of the Federal Democratic Republic of Ethiopia has imposed trade ban;
- (t) Offered Goods and Related Services do not originate in a country under trade embargo of the Security Counsel of the United Nations in which transacting with any business organization or individual who is the national of that country is prohibited;
- (u) We will inform the immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this bid may result in our exclusion from this and other contracts funded by the Government of the Federal Democratic Republic of Ethiopia.
- (v) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall not constitute a binding contract between us, until a formal contract is prepared and executed.
- (w) We understand that you reserve the right to reject any or all bids that you may receive.

Name

In the capacity of.

Signed

Duly authorized to sign the bid for and on behalf of.

Dated on [insert day] day of], 20

**Attachments:**

1. Valid trade license indicating the stream of business in which the is engaged;
2. VAT registration certificate issued by the tax authority ;
3. A valid tax clearance certificate issued by the tax authority ;
4. Business organization registration certificate or trade license issued by the country of establishment ;
5. Relevant professional practice certificates.
6. Bid Security; and
7. Other documents requested by the Public Body.

**B. Price Schedule for Goods and Related Services<sup>4</sup>**

**Price Schedule: Goods Manufactured outside the Purchaser's Country, to be imported**

Date:

Procurement Reference No.:

Alternative No.: [Insert identification No. if this is a bid for an alternative]

Item No.	Description of Goods or Related Services	Country of Origin	Percentage of national origin	Quantity and Unit of Measure	Unit Price EXW	Total Price EXW
1	Medical Oxygen Generating Plants			2 sets		
2	Medical Air Generating Plants			1 set		
3	Medical Vacuum Generating Plants			1 set		
4	Pipe Work and Systems for medical oxygen, medical air, medical vacuum ... all are considered as one set			1 set		
5	Ventilation system for plant house			1 set		
6	Medical Oxygen Cylinder D type			500		
7	Medical Oxygen Cylinder B type			50		
8	An automatic manifold changeover, 2 sets are for kidney transplantation (center)			4 sets		
9	Trolley			100		
Grand Total EXW						
Carriage and insurance						
In land transportation						
Customs duties, sales and other taxes						
Installation and Commissioning including training						
Grand Total						

Name: \_\_\_\_\_

In the capacity of [\_\_\_\_\_]

Signed: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of: [\_\_\_\_\_]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

<sup>4</sup> Fill data into table columns as appropriate.

**Price Schedule: Spare Parts and Tools manufactured outside  
the Purchaser's Country, to be imported**

**Date:**

**Procurement Reference No.:**

**Alternative No.: [Insert identification No. if this is a bid for an alternative]**

Item No.	Description of Goods or Related Services	Country of Origin	Percentage of national origin	Quantity and Unit of Measure	Unit Price EXW	Total Price EXW
1						
2						
Grand Total EXW						
Carriage and insurance						
In land transportation						
Customs duties, sales and other taxes						
Installation and Commissioning including training						
Grand Total						

[Required spare parts shall be explicitly listed considering plants' operation for five years]

Name: \_\_\_\_\_

In the capacity of [\_\_\_\_\_]

Signed: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of: [\_\_\_\_\_]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

## Price Schedule: Local Inputs to be used

Date:

Procurement Reference No.:

Alternative No.: [Insert identification No. if this is a bid for an alternative]

Item No.	Description of Local Inputs to be Used	Unit	Qty	Unit Price	Total Price
Total					
VAT					
Grand Total					

Name: \_\_\_\_\_ In the capacity of [\_\_\_\_\_]

Signed: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of: [\_\_\_\_\_]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

### C. Bidder Certification of Compliance<sup>5</sup>

**Place and Date**

**Procurement Reference Number: ICB/0014/2014**

**To:**

**Addis Ababa**

**Ethiopia**

**1. General Information About the Bidder**

Bidder's Legal Name:	
In case of Joint Venture, legal name of each party:	
Place of Registration:	
Legal Address in Country of Registration:	
Authorized Representative Information	Name: Position: Address: Telephone/Fax: E-mail address:
Attached copies of original documents of:	In case of JV, letter of intent to form JV including a <input type="checkbox"/> draft agreement, or agreement governing formation of JV, in accordance with ITB Sub-Clause 4.1 <input checked="" type="checkbox"/> Form Data on Joint Ventures
	In case of government owned entity from the Public Body's country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, in accordance with ITB Sub-Clause 4.4.

---

<sup>5</sup> One signed original Bidder Certification of Compliance Form must be supplied together with the number of copies specified in the Instruction to Bidders. If this bid is being submitted by a joint venture/consortium, the data in the tables below must be the sum of the data provided by the joint venture/consortium members.

We have attached an official written statement by a power of attorney (or notary statement, etc.) proving that the above person, who signed the bid on behalf of the company/joint venture/consortium, is duly authorized to do so.

## **2. Financial Standing**

\_\_\_\_\_ has adequate financial resources to manage this Contract as established by our financial statements, audited by an independent auditor, submitted in this Bid. The following table contains our financial data. These data are based on our annual audited accounts. Figures in all columns have been provided on the same basis to allow a direct, year-on-year comparison to be made.

FINANCIAL DATA	Historic Information for Previous Years in				
	Year 2	Year 1	Last Year	Current Year	Average
<b>A. Information from Balance Sheet</b>					
1. Total Assets					
2. Total Liabilities					
I. Net Value (1-2)					
3. Current Assets					
4. Short-term debts					
II. Working Capital (3-4)					
<b>B. Information from Income Statement</b>					
1. Total Revenue					
2. Pre-tax Profits					
3. Losses					

Along with financial data we provided above we have attached the following documents as proof of our financial standing, as required in the BDS:

(a).

(b) .

Attached documents comply with the following conditions:

- Documents reflect the financial situation of the Bidder or partner to a Joint Venture, and not sister or parent companies;
- Historic financial statements are audited by a certified accountant;
- Historic financial statements are complete, including all notes to the financial statements;
- Historic financial statements correspond to accounting periods already completed and audited.

<b>Annual Turnover Data</b>	
<b>Year</b>	<b>Amount and Currency</b>
Average Annual Turnover*	

\*Average annual turnover calculated as total certified payments received for contracts in progress or completed over the number of years specified in Section 3, Evaluation and Qualification Criteria, Sub-Factor 1.3(a), divided by that same number of years.

### 3. Technical Qualifications, Competence, and Experience in the Procurement Object

As proof of the technical and professional ability in selling and servicing the Goods and Related Services listed in our Bid the tables below summarizes the major relevant contracts successfully; completed in the course of the past years with a budget of .

Each partner of a Joint Venture should separately provide details of its own relevant contracts.

<b>Name of Bidder or partner in a Joint Venture:</b>	
<b>1. Name of Contract</b>	
<b>Country</b>	
<b>2. Name of client</b>	
Address of client	
Name of contact person	
Function of contact person	
Telephone number	
E-mail address	
<b>4. relevant to the contract for which the Bidding Documents are issued</b>	
<b>5. Contract role (check one)</b>	<input type="checkbox"/> Prime Contractor; <input type="checkbox"/> Subcontractor; <input type="checkbox"/> Partner in a Joint Venture
<b>6. Overall supply value in</b>	
<b>7. Date of award/completion</b>	

	<b>Name of Bidder or partner in a Joint Venture:</b>	
<b>8.</b>	<b>Final acceptance issued (check one)</b>	Yes: <input type="checkbox"/> Not Yet <input type="checkbox"/> No: <input type="checkbox"/>
<b>9.</b>	<b>Number of staff provided</b>	
<b>10</b>	<b>Indicate the approximate percent of total contract value of Goods and Related Services undertaken by subcontract, if any, and the nature of such Non-Consultancy services</b>	
<b>11</b>	<b>Other relevant information</b>	

The Clients' Certificate concerning the satisfactory execution of contract is attached to this document

#### **4. Professional Qualifications and Capabilities**

In order to proof our professional qualifications and capability the following table contains personnel statistics for the current and the two previous years.

Average manpower	Year before last		Last year		This year	
	Overall	Specialists in Technical Area	Overall	Specialists in Technical Area	Overall	Specialists in Technical Area
<b>Permanent</b>						
<b>Temporary</b>						
<b>TOTAL</b>						

#### **5. Quality Assurance / Managerial and Control Procedures**

#### **6. Equipment and Facilities**

#### **7. Bidder Audit Agency**

#### **8. Organization of Firm**

#### **9. Bank Account Number and Bank Address**

The bank account into which payment should be made is the following:

Name

In the capacity of .

Signed

Duly authorized to sign the bid for and on behalf of .

Dated on [insert day] day of ], 20

**Attachments:**

1. Statement issued by a power of attorney authorizing the signatory of the Bid;
2. Audited financial statements;
3. Documents required as proof of the bidder's financial standing, as required in the BDS.
4. Certificates of satisfactory execution of contracts provided by contracting parties to the contracts successfully completed in the course of the past years, as required in the BDS.

**D. Form - Data on Joint Venture/Consortium****Date:****Procurement Reference Number:** \_\_\_\_\_**Alternative No:**

<b>1.</b>	<b>Name of Joint Venture/Consortium</b>	
<b>Managing Board's Address</b>		
P.O. Box:		
Street Address:		
Town/City:		
<b>2.</b>	Post Code:	
Country:		
Telephone:		
Facsimile:		
E-mail address		
<b>Agency in the Federal Democratic Republic of Ethiopia, if any (in the case of a joint venture/consortium with a foreign lead member)</b>		
P.O. Box:		
Street Address:		
<b>3.</b>	Town/City:	
Post Code:		
Telephone:		
Facsimile:		
E-mail address		
<b>Names of Members</b>		
<b>4.</b>	Member 1	
Member 2		
Etc.		
<b>5.</b>	Name of Lead member	
<b>6.</b>	<b>Agreement governing the formation of the joint venture/consortium</b>	

	Date of signature	
	Place	
7.	Proposed proportion of responsibilities between members (in %) with indication of the type of the works to be performed by each	

Name

In the capacity of.

Signed

Duly authorized to sign the bid for and on behalf of .

Dated on [insert day] day of], 20

**E. Bid Security****Date:****Procurement Reference Number:****Alternative No:****To:**

Whereas (hereinafter "the Bidder") has submitted its bid dated for Procurement reference Number for the supply of, hereinafter called "the Bid."

KNOW ALL PEOPLE by these presents that WE , of having our registered office at (hereinafter "the Guarantor"), are bound unto (hereinafter "the Public Body") in the sum of , for which payment well and truly to be made to the aforementioned Public Body, the Guarantor binds itself, its successors or assignees by these presents. Sealed with the Common Seal of this Guarantor this] day of.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 21.2; or
2. If the Bidder, having been notified of the acceptance of its bid by the Public Body, during the period of bid validity, fails or refuses to:
  - (a) Execute the Contract; or
  - (b) Furnish the Performance Security, in accordance with the ITB Clause 47; or

We undertake to pay the Public Body up to the above amount upon receipt of its first written demand, without the Public Body having to substantiate its demand, provided that in its demand the Public Body states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Name:

In the capacity of

Signed:

Duly authorized to sign the bid for and on behalf of:

Dated on [insert day] day of ], 20

**F. Manufacturer's Authorization****Date:****Procurement Reference Number:** \_\_\_\_\_**Alternative No:****To:**

WHEREAS , who are official manufacturers of , having factories at , do hereby authorize to submit a bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us , and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 23 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

**Name:**

In the capacity of

**Signed:**

Dated on [insert day] day of ], 20

## **Section 5.      Eligible Countries**

### **A.      Eligible Countries**

**Procurement Reference Number:** \_\_\_\_\_

All countries are eligible except countries subject to the following provisions.

A country shall not be eligible if:

- (a) As a matter of law or official regulation, the Government of the Federal Democratic Republic of Ethiopia prohibits commercial relations with that country, provided that the Government of the Federal Democratic Republic of Ethiopia is satisfied that such exclusion does not preclude effective competition for the provision of goods or related services required; or
- (b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of the Federal Democratic Republic of Ethiopia prohibits any import of Goods from that country or any payments to persons or entities in that country.

# **Part 2              Statement of Requirement**

## **Section 6.        Statement of Requirements**

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E.	Drawings	IV

**A. Technical Specification - General Note**

The Technical Specifications describe the minimum requirements for the Goods and Related Services to be supplied and shall be read in conjunction with the other documents forming the Contract. Any ambiguity between the documents forming the Contract shall be referred to the Public Body for clarification in accordance with the provisions of the Contract.

**B. Technical Specification, Technical Offer, and Compliance Sheet**

**Place and Date:** Addis Ababa,

**Procurement Reference No.:** \_\_\_\_\_

**Alternative No:**

**To:**

<b>Addis Ababa</b>
<b>Ethiopia</b>

- A. The Bidders are requested to complete the template, as follows:
  - The second column shows the requested specifications (not to be modified by the Bidder).
  - The fifth column to be filled in by the Bidder shows what is offered (the words "compliant" or "yes" are not sufficient).
  - The sixth column allows the Bidder to state whether the offered items "comply" or do "not comply" giving details of the areas of non-compliance and to make remarks on his proposed equipment and to indicate references to the documentation supplied.
  - The seventh column is to be left empty for the evaluator's remarks.
- B. The Bidder is required to furnish as part of its Bid the statement of deviations and exceptions to the provisions of the Statement of Requirement, if applicable.
- C. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Public Body's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Statement of Requirement.
- D. The Bidder must submit a description of the organization of the warranty offered, which must be in accordance with the conditions laid down in GCC Clause 23.
- E. The documentation supplied should indicate (highlight, mark) the models selected and the options included, if any, so that the evaluators can see the exact configuration.
- F. All equipment offered must be international brand names; not self assembled by a supplier.

- G. The Bidder must be clear enough to allow the evaluators to make an easy comparison between the requested specifications and the offered specifications. Bids that do not permit to identify precisely the models and the specifications may be rejected by the evaluation committee.

### 1.1. List of Goods and Related Services

**Procurement Reference Number: ICB/0014/2014**

LOT No.	Minimum Technical Requirements Including Applicable Standards	Unit of Measure	Quantity	Specification Offered	Bidder's Remark on Compliance of Specification Offered	Evaluator's Remark on Specification Offered
1	2	3	4	5	6	7
1	As specified Section 6 technical Specification					

**\*ALL THE DETAIL SPECIFICATION HAS BEEN ATTACHED BELOW AND THE COMMODITY SPECIFIC CONDITIONS ARE ATTACHED AND WILL FORM AN INTEGRAL PART OF ANY RESULTING CONTRACT.**

Name

In the capacity of.

Signed

Duly authorized to sign the bid for and on behalf of.

Dated on [insert day] day of ], 20

#### Attachments:

1. Descriptive technical literature in accordance with ITB Clause 17, (if required in BDS);
2. Description of the organization of the warranty offered in accordance with the conditions laid down in GCC Clause 23;
3. Manufacturer Authorization Letter in accordance with ITB Clause 5.6.

## C. Non-Technical and Non-Financial Requirements

### 1. Supply of the Goods

- All goods shall meet relevant standards set by Ethiopian Quality and Standard Authority, International Standards (DIN, ISO, AISI ANSI, IEC, IEEE, BS, NFPA Latest edition, HTM 2022, HTM 02-01, European Standards etc), and shall have the Manufacturer /Licensed Distributor Authorization Letter.
- All goods shall comply with all safety requirements applicable on the date of delivery.
- The goods supplied under this contract must be new, unused, of the most recent or current models and incorporate all recent improvements in design and materials.
- All electrical equipment should be supplied with connecting devices, power cords and plugs as per standards of Ethiopia, should be compliant with local power supply ( $220\pm10V$  AC, 50Hz) and capable of performance in the climatic conditions prevalent in the sites of destination.

### 2. Maintenance & Repair

The availability of reputed & experienced local technical representation and/or properly staffed and equipped service workshop is recommended, and if so, has to be named and described in the technical offer.

The supplier must confirm signing contract agreement with the PUBLIC body for maintenance and repair for the period of five years.

### 3. Spare Parts and/or Supplies

The supplier must recommend spare parts and supplies for five year. The Supplier shall confirm signing contract agreement for the supply of spare parts and supplies for five years after minimum warranty 2 years.

### 4. Manuals and documents

#### 4.1 Users Guide Manuals

Successful bidders should have to provide manufacturer's documents of technical specifications, maintenance and operation and users manuals of each component installed.

List of installed components and including spare parts, tools, associated manufactures literature and warranty claim should be handover to users of each installed components.

The supplier should have to prepare and provide user's manual intended for the users.

#### **4.2 Operation and Maintenance Manual**

The successful bidder should have to provide for the offered components, an operation and maintenance manual to be used by the service technicians. The manual include the specific details of installation, operation and maintenance.

- A detailed technical description of the component.
- Instructions and routine maintenance recommendation.
- Trouble shooting guide shall include repairs and diagnostic procedures to be done by a qualified technician.
- A functional block diagram, electrical line diagram showing the connection and ratings of component.
- A set of blank log sheets for record.
- Contact information for queries and break-down maintenance service.

### **5. Inspections and Tests**

Failure to comply with the system warranty requirement evaluates as rejection. Failure to fulfill conditions stated above applicable liquidated damage shall apply.

The following inspections and tests shall be performed:

#### **5.1 Pre-Delivery Inspection**

Before delivery of goods pre-delivery test for compliance with the specification should be conducted at the manufacturer premises, the cost of test will be covered by the supplier included in the price schedules and to be certified by the third party inspection agent by any internationally accredited institution.

The supplier shall submit laboratory test certificates and test reports to purchaser along with other shipping documents.

If items/goods fail the tests (defects) at standard test conditions (STC), the supplier shall carry out further replacement until the item/goods passes such tests. Fail test items shall not be supplied.

Prior to shipment the test shall be agreed upon by the purchaser and the supplier.

## **5.2 Delivery Inspection**

While reaching of all goods into the country prior to installation site, inspection shall be conducted at the central ware house of the supplier to check whether arrived goods match with the pre delivery inspection and to check quantities by the technical team.

If the delivery of item/goods fails the inspection, the purchaser shall give the supplier a notice stating the finding together with all available evidence promptly following the discovery thereof.

The supplier commence appropriate remedying of the failure, and at its cost including any tax and duty, replace or otherwise make good (as the supplier shall, at its discretion, determine) correction and within the warrantee stated for any fault arise.

If the supplier fails to commence the necessary major to remedy, applicable liquidated damage shall apply for the delay and associated cost in connection therewith and shall be paid deducted due the supplier remain.

## **5.3 Final inspection**

Final Inspection of the supply, installation, and commissioning of all goods shall be conducted at the final destination site (Millenium Medical College, St Paul Hospital) by the technical team. The inspection will be made against the technical specification of the supplier's offer and the supplier shall be certified by technical team against guarantee and functional test.

If the Inspection of the supply of goods and installation found some faults/error, the purchaser shall give the supplier a notice stating the finding for rectification. If the supplier fails to commence to rectify the reported errors within fifteen days (15) as per in the warrantee, applicable liquidated damage (0.5% of the total installation cost) per week deduction shall apply.

For satisfactorily completion (completion of installation, commissioning, functionality of the system, and conduction of users training) the purchaser shall arrange provisional acceptance certificate.

## **6. Other Requirements**

## **D. TECHNICAL SPECIFICATIONS**

### **Introduction**

St Paul Hospital at Millennium Medical College (SPHMMC) is one of the oldest hospitals in Ethiopia that has witnessed a continuous growth of demand of services over the years. The lack of sustainable supply of medical oxygen has been identified as a key impediment against the quality of service to its patients. To this end, SPHMMC plans to hire a capable supplier for the provision of medical gas supply system for its existing and upcoming expansion wards as well contribute to supply to the other public and health facilities in Addis Ababa.

### **Scope of Work**

This volume specifies the technical specification regarding the following components:

- a. Site visit and survey as per the bid document
- b. Supply, installation, testing and commissioning of a complete medical oxygen generator system
- c. Supply, installation, testing and commissioning of a complete medical air supply system
- d. Supply, installation, testing and commissioning of the necessary medical pipeline system for distribution of medical oxygen, medical air, and medical vacuum
- e. Design, supply, installation, testing and commissioning of Ventilation system as per the standard requirement
- f. Civil works (demolishing and rework), on the existing buildings (current hospital, children center, and kidney transplant) to fit to installation, commissioning is part of the general work. Besides,
- g. Civil works for the installation of generating system at the new building (plant house) also part of this work.
- h. Civil works related to the new building (plant house) construction is excluded and will be treated independently.

**IN ADDITION TO THE ABOVE, THE FOLLOWING WORKS FOR INSTALLATION AND COMMISSIONING OF OXYGEN CONCENTRATOR MODULE AND MEDICAL GAS PIPELINE SYSTEM FOR St PAUL HOPITAL, IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO** (Bidder must take into consideration in its bid, costs to be incurred for any additional work pertaining to):

- Civil, Electrical, Mechanical and any other protections relevant as per Government regulation/local authority,
- Servo stabilizers, U.P.S. etc. required for successful installation testing and commissioning of the system and the offered price should include all such costs, each equipment/system is to be considered a package in itself and contractor to execute the order package.
- Laying of **GI water pipe line** with necessary taps, joints, elbows, Unions, Tees and valves of GI made and IS-1239 standard (Latest version) to various supply points in the Plant Room from single point supply(Provided by the hospital).
- Providing fixing of **Electrical Gadgets** like ELCB, MCB, Light Points, Power points, etc in the Oxygen Concentrator Module and Medical Gas Pipeline System.
- Installation and commissioning of **Electric distribution panel** with all switchgears, wiring and controls etc of reputable marks for distribution of power supply to various load points in the Plant Room from single point power supply(Provided by the hospital).
- Installation of MCB, ACB, ELCB & OCB of reputable makes for Control Panel for Oxygen Concentrator Module and Medical Gas Pipeline System.
- Installation of all **electrical cabling** must be of IS: 1554 (As per latest amendment) standard and wiring as per IS: 732 standard and proper earthing of all Oxygen Concentrator Module and Medical Gas Pipeline System and other electrical instrument and accessories in the Medical Gas Pipeline System as per standard guidelines of BIS.

All the items supplied should be reputed make as approved by engineer.

The detail scopes and specifications of each key component is given in subsequent sections

**DEPARTMENT AND ROOMS FUNCTION WITH NO. OF PATIENT BEDS, NO. OF TERMINALS AND MEDICAL GAS REQUIREMENT**

**Summary of bed and terminal**

Terminal Unit Room Description	No. of Bed	Medical Terminal Unit Gas Layout and Related Components
Operation Room	10	Dual Mount Dual Arm Pendant Each consisting of: 3 - Medical Vacuum Outlets 2 - Medical Oxygen Outlets 1 - Medical Air Outlets 10 - Universal Electrical Receptacles 2 - Ground Jack 2 - Infusion Pumps 1 - Vacuum Canister w/Hosing 1 - Vacuum Regulator 1 - Over Flow Safety Trap 3 - Equipment Shelves 1 - RJ 15 1 - RJ 45 2 - Handle with Controlling Buttons
VIP Private Room	14	Panel Wall Each unit consisting of: 3 - Medical Vacuum Outlets 2 - Medical Oxygen Outlets 1 - Medical Air Outlets 2 - Universal Electrical Receptacles 1 - Patient Light 1 - Phone Provision 10 - 8 Position Motorized Hospital Beds 2 - Oxygen Flow meter w/Humidifier 2 - Medical Air Flow meter 2 - Vacuum Canister w/Hosing 2 - Vacuum Regulator 2 - Over Flow Safety Trap 1 - Name Tag Holder 2 - IV Hook 1 - Blood Pressure Monitor 2 - Blank Provision for Future Expansion
Normal Private Room	22	Double Tier Horizontal Head Wall Terminal Unit Each unit consisting of: 2 - Medical Vacuum Outlets 2 - Medical Oxygen Outlets 1 - Medical Air Outlets 4 - Universal Electrical Receptacles 2 - Patient Light 1 - Oxygen Flow meter w/Humidifier 1 - Medical Air Flow meter 1 - Vacuum Canister w/Hosing 1 - Vacuum Regulator 1 - Over Flow Safety Trap 1 - Name Tag Holder

		1 - IV Hook 1 - Blood Pressure Monitor 2 - Blank Provision for Future Expansion
NICU Room	14	Neonatal Intensive Care Unit Each unit consisting of: 3 - Medical Vacuum Outlets 2 - Medical Oxygen Outlets 1 - Medical Air Outlets 2 - Universal Electrical Receptacles 1 - Oxygen Flow meter w/Humidifier 1 - Medical Air Flow meter 1 - Vacuum Canister w/Hosing 1 - Vacuum Regulator 1 - Over Flow Safety Trap 1 - Name Tag Holder 1 - IV Hook 1 - Blood Pressure Monitor 1 - Monitor Channel
ICU Room	25	Adult Intensive Care Unit Each unit consisting of: 3 - Medical Vacuum Outlets 2 - Medical Oxygen Outlets 1 - Medical Air Outlets 2 - Universal Electrical Receptacles 2 - Patient Light 1 - Oxygen Flow meter w/Humidifier 1 - Medical Air Flow meter 1 - Vacuum Canister w/Hosing 1 - Vacuum Regulator 1 - Over Flow Safety Trap 1 - Name Tag Holder 1 - IV Hook 1 - Blood Pressure Monitor 1 - Monitor Channel
Pre Op & Recovery Room	10	Pre-Operation and Recovery Unit Each unit consisting of: 3 - Medical Vacuum Outlets 2 - Medical Oxygen Outlets 1 - Medical Air Outlets 2 - Universal Electrical Receptacles 2 - Patient Light 1 - Oxygen Flow meter w/Humidifier 1 - Medical Air Flow meter 1 - Vacuum Canister w/Hosing 1 - Vacuum Regulator 1 - Over Flow Safety Trap 1 - Name Tag Holder 1 - IV Hook 1 - Blood Pressure Monitor
Normal Wards	352	Single Tier Horizontal Head Wall Terminal Unit Each unit consisting of: 1 - Medical Vacuum Outlets 1 - Medical Oxygen Outlets 1 - Medical Air Outlets 2 - Universal Electrical Receptacles

		2 - Patient Light 1 - Oxygen Flow meter w/Humidifier 1 - Medical Air Flow meter 1 - Vacuum Canister w/Hosing 1 - Vacuum Regulator 1 - Over Flow Safety Trap 1 - Name Tag Holder 1 - IV Hook 1 - Blood Pressure Monitor
Total Number of Beds	447	

**Remark:** The number of Room Panel Walls mentioned in the table above has taken in to account the patient rooms inside the National Kidney Transplant Center, located 150m from the main hospital complex in a separate building which has 2 operation rooms, 4 VIP grade rooms, 4 ICU rooms and 18 chronic dialysis beds equivalent to normal wards.

**Note that:**

- Full installation is mandatory, NO partial installation.
- NICUs, Panel Walls, and Headwall unit colors are to be selected and approved by the client prior to the commencement of production.

## Detail number of Bed with terminal unit

Floor	Room no.	Function	No. of patient beds	No. of terminals	Recommended gas		
					O2	MA4	MV
Ground West wing	67	office	.....				
	68	WC	.....		<input type="checkbox"/>		
	69	office	.....		<input type="checkbox"/>		
	70	WC	.....		<input type="checkbox"/>		
	71	WC	.....		<input type="checkbox"/>		
	72	office	.....		<input type="checkbox"/>		
	73	WC	.....		<input type="checkbox"/>		
	74	Emergency	2	1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	75	office	.....		<input type="checkbox"/>		
	76	office	.....		<input type="checkbox"/>		
	77	office	.....		<input type="checkbox"/>		
	78	Critical room under 5	8	4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	79	office	.....		<input type="checkbox"/>		
	80	Malnutrition	4	2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	81	Ortopedics surgical Above 5	6	4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	82	Medical and surgical room 5 up to 14	4	2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	83	Medical and surgical room 5 up to 15	4	2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Total Load to the floor</b>		<b>28</b>	<b>15</b>			
<b>Ground East wing</b>	All	Patient bed	41	27	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1st West wing	Dialysis unit	Dialysis unit	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	103	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	104	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	105	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	106	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	108	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	110	office	.....				
	112	Office	.....				
	114	private Patient bed	2	1	<input type="checkbox"/>		<input type="checkbox"/>
	116	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	<b>Total Load to the floor</b>		<b>50</b>	<b>29</b>			
1st East wing	120	Office	.....				
	122	Private Patient bed	1	1	<input type="checkbox"/>		<input type="checkbox"/>
	0.83	office	.....				
	126	office	.....				
	129						
	130	office	.....				
	132	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	134	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	135	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	136	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	ICU	ICU(Medical,surgical and Gynacology)	6	4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Total Load to the floor</b>		<b>31</b>	<b>21</b>			
2nd West wing (Gynaecology)	201	E & C	4	3	<input type="checkbox"/>		<input type="checkbox"/>
	203	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	204	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	205	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	206	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	208	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	210	private Patient bed	3	1	<input type="checkbox"/>		<input type="checkbox"/>
	214	private Patient bed	3	1	<input type="checkbox"/>		<input type="checkbox"/>
	218	Patient bed	8	4	<input type="checkbox"/>		<input type="checkbox"/>
	<b>Total Load to the floor</b>		<b>48</b>	<b>29</b>			

National Kidney Transplant Center		operation rooms	2	2			
		VIP grade rooms	4	4			
		chronic dialysis	18	18			
		ICU rooms	4	4			
		<b>Total Load to the center</b>	<b>28</b>	<b>28</b>			
2nd East wing (PNC, ANC & LABOR WARD))	220	private Patient bed	1	1	<input type="checkbox"/>		<input type="checkbox"/>
	222	private Patient bed	1	1	<input type="checkbox"/>		<input type="checkbox"/>
	224	private Patient bed	1	1	<input type="checkbox"/>		<input type="checkbox"/>
	228	private Patient bed	3	2	<input type="checkbox"/>		<input type="checkbox"/>
	230	Patient bed	8	4	<input type="checkbox"/>		<input type="checkbox"/>
	232	Patient bed	8	4	<input type="checkbox"/>		<input type="checkbox"/>
	234	Patient bed	8	4	<input type="checkbox"/>		<input type="checkbox"/>
	Neonatal ICU	Neonatal ICU	14	8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Load to the floor</b>			<b>43</b>	<b>25</b>			
3rd West wing							
	304	Ophthalmology					
	305	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	306	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	308	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	310	private Patient bed	2	1	<input type="checkbox"/>		<input type="checkbox"/>
	314	private Patient bed	2	1	<input type="checkbox"/>		<input type="checkbox"/>
	316	pharmacy	.....				
		<b>Total Load to the floor</b>		<b>22</b>	<b>14</b>		
3rd East wing	320	Patient bed	1	1			
	322	private Patient bed	1	1	<input type="checkbox"/>		<input type="checkbox"/>
	326	office	.....				
	330	private Patient bed	2	1	<input type="checkbox"/>		<input type="checkbox"/>
	332	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	334	Dep of obestetrics and Gynecology	.....				
	335	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	336	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	337	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	338	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	339	Colostomy and septic room	7	4			
<b>Total Load to the floor</b>				<b>41</b>	<b>27</b>		

4th West wing	Maxilo and Ent room	Patient bed	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	402	ortopedics room	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	403	septic room	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	404	surgical room	6	4	<input type="checkbox"/>		<input type="checkbox"/>
	405	surgical room	6	4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	406	surgical room	6	4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	408	surgical room	6	4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	410	private Patient bed	2	1	<input type="checkbox"/>		<input type="checkbox"/>
	414	private Patient bed	2	1	<input type="checkbox"/>		<input type="checkbox"/>
	416	private Patient bed	4	2	<input type="checkbox"/>		<input type="checkbox"/>
	<b>Total Load to the floor</b>		<b>44</b>	<b>32</b>			
4th East wing	420	private Patient bed	1	1	<input type="checkbox"/>		<input type="checkbox"/>
	422	private Patient bed	1	1	<input type="checkbox"/>		<input type="checkbox"/>
	426	office	.....				
	428	office	.....				
	430	recovery	2	1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	432	recovery	2	1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	433	recovery	2	1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Operation theatre	Operation theatre	6	4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Total Load to the floor</b>		<b>14</b>	<b>11</b>			
Emergency room		Emergency room	<b>20</b>	<b>11</b>			
New Building			<b>390</b>	<b>0</b>			
Minor OR		Minor OR	<b>3</b>	<b>3</b>			
New infant building		New infant building	<b>80</b>	<b>30</b>			
<b>Kidney Transplant</b> , survey at site is required and as per statement of requirement section 6, page 10-13					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Children Center</b> , survey at site is required and as per Statement of Requirement section 6, page 10-13					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<b>Total existing load</b>	<b>493</b>	<b>302</b>			
		<b>Total Hospital Load</b>	<b>883</b>	<b>302</b>			

**Note that:**

- O<sub>2</sub> refers to medical Oxygen
- MA refers to Medical Air
- MV refers to Medical Vacuum
- Full installation is mandatory, NO partial installation.

## Medical Oxygen Generating Plants (Compliance Sheet)

<b>Medical Oxygen Generating Plants</b>				
	<b>Baseline/Requirement Specification</b>	<b>Details and Quantity</b>	<b>Bidder Offer – Technical Specification</b>	<b>Remark, if any deviation</b>
<b>A. General Requirement</b>	Supply, installation, testing and commissioning of skid mounted fully integrated dual independent medical oxygen generator system. The system should serve the peak required demand of <b>2X50 N m<sup>3</sup>/hr</b> (normal cubic meter per hour). The system should contain a compressor motor (380V, 3phase and 50 HZ) along with digitally controlled fully automatic voltage stabilizer. The system shall be fully compliant with the latest edition of NFPA 99 or equivalent as stated in BDS. The system should fit to the site housing height of 3.0 m.			
	The Medical oxygen supply system shall be based on two independent but complimentary oxygen generator plants and an additional back up of oxygen cylinder supply serving as the primary, secondary and reserve supply systems with the following key functions:			
	• <b>Primary supply</b>			
	A medical oxygen generator plant shall be the primary supply source of supply and be permanently connected to function as the main source of supply.			
	• <b>Secondary supply</b>			
	In the event of failure of the primary supply and/or higher demand, a second medical oxygen generator shall function as the secondary source of supply. It shall be permanently connected, automatically supply the pipeline, and capable of providing the total oxygen flow requirement.			
	• <b>Reserve supply</b>			
	As the final source of supply to critical sections of the pipeline, the reserve supply should meet demand in the event of failure of the primary and secondary supplies, or failure of the upstream distribution pipe work.			
	A filling station and manifold system shall be used to prepare compressed gas cylinders which shall be used as a reserve source of supply for the hospital beyond its daily function to fill up to 100 (one hundred) standard medical			

	oxygen cylinders for use by other public and private hospitals in Addis.		
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## Specific Technical Requirement

Item	Technical specification: Requirement		Remark
	<b>Medical Oxygen Generator Module, quantity 2</b>		
<b>Oxygen System</b>	Must include a primary & backup system per ISO 10083.		
	One System to produce 2000 SCFH, 50 m <sup>3</sup> /hr,		
	Total System Required 2 sets		
	Power is 380V, 3 phase, 50 Hz		
	Overall Dimensions (LWXH) 2 m x 1.5 m x 3.5 m		
	Minimum Air Surge Tank 2500 L		
	Minimum Oxygen Surge Tank 2500 L		
	Entire System must comply with ISO10083 and CSA Z305.6-92 standards for backup systems or equivalent as stated in BDS.		
	System to include a cylinder filling backup system with a ten (20x2) cylinder manifold.		
	All equipment must be fabricated in accordance with relevant codes (ASME, ANSI, NEMA, CE & UL) and the oxygen generated must meet United States Pharmacopeia (USP) XXII Oxygen 93% Monograph, or equivalent as stated in BDS. The system should also comply with USP and European pharmacopeia requirements for identification of CO (not more than 0.001%) and CO <sub>2</sub> (not more than 0.03%) or equivalent as stated in BDS.		
<b>Rotary Screw Compressors</b>	1. 100 horsepower		
	2. Air Requirement 425 SCFM		
	3. 74 kW energy usage		
	4. Sound attenuating enclosure, 70 db noise level		
	5. Regulating controls		
	6. Integrated refrigerant air dryer		

	7. Feed air filter set 8. Pressure safety blow down valve 9. No in-rush current upon starting 10. Remote or local control 11. Water Separator Devise (WSD) standard			
<b>Feed Air Filter Set</b>	1. Inline filter package sized specifically for the compressor with both particulate & coalescing filtration including	a. 1st Stage Particulate 0.1 micron filtration  b. 2nd Stage Coalescing 0.01 micron filtration		
<b>Air Receiver</b>	1. Air pressure gauge 2. Pressure relief valve 3. Outlet air pressure reducing regulator 4. Air supply hose 5. Minimum capacity of 2500 lit @200psi			
<b>Oxygen Generator</b>	1. Oxygen Output:  2. Dewpoint :  3. Oxygen Concentration:  4. Air Flow Req:  5. Energy usage:  6. Sound:  7. Air Inlet:  8. O2 Outlet:  9. Mechanical Components:	a. 2000 SCFH @ 45 psig  b. 52.57 Nm <sup>3</sup> /hour @310 kPa  -100F, (-73C)  93% (+/-3)  a. 425 scfm @ 90 psig  b. 11 Nm <sup>3</sup> /min @ 621 kPa  0.1 kW  70 dB(A) @ 1 meter  1" JIC MNPT Bulkhead  1/2" FNPT Bulkhead  Air filters, pressure regulators, dial gauges, flow control valves, orifice plates, ASME-Coded		

		absorbent tanks, molecular sieve, noise mufflers, connective plumbing and piping, NEMA rated enclosures		
	10. Electrical Components:	PLC with LED indicators on relay outputs and RS-232 data communications port, 3-position control selector switch, power distribution via DIN terminal blocks, lighted DIN connectors on valves, internal components of control box CE safety compliant.		
	11. Fitted with	a. Pressure relief valve		
		b. Oxygen pressure gauge		
Oxygen Receiver	1. Oxygen pressure gauge 2. Pressure relief valve 3. Outlet oxygen pressure reducing regulator 4. Oxygen supply hose 5. Minimum capacity of 2500 lit			
Medical Oxygen Carbon Filtration	1. Dominick Hunter filter package sized specifically for the OG-2000 generator. Activated charcoal adsorbs gas molecules which could cause odor, taste or subsequent condensation back into a liquid phase. Our filtration consists of radial flow elements of a bed of high grade activated carbon sandwiched between porous inner and outer sleeves.			
Touch	1. Remote monitoring capability of performance of the generator system thru static IP internet address			

<b>screen Controls, Remote Monitoring &amp; Control Package</b>	2. Units shall be set up to sequence automatically and all control requirements outlined in the specification will be covered.			
<b>High Pressure Oxygen Compressor</b>	1. 1.5 horsepower 2. 2200 psig oxygen pressure 3. 30-120 SCFH oxygen flow rate 4. 20 H/K cylinders per day output capacity 5. 30-70 PSIG suction pressure 6. High efficiency motor 7. High pressure stainless steel braided hose			
<b>20-Valve High Pressure Transfill Manifold</b>	1. High pressure rigid manifold w/ 24" stainless steel flexible oxygen hose to connect the oxygen compressor to the high pressure cylinders for refilling capabilities and backup O2 maintenance			
<b>Complete Startup &amp; Training</b>	1. To cover technician necessary for commissioning and testing of equipment, staff training on the systems operation and maintenance.			
<b>Spares &amp; Consumables Package (1st Year)</b>				
<b>1. Air Compressor</b>	8K – Preventative maintenance kit	1		
	Oil, Roto Inject 5gal	1		
<b>2. Oxygen</b>	3 Amp Fuse	1		

**Part 2: Statement of Requirements****Section 6: Statement of Requirements**

<b>Generator</b>	Repl. Filter Element C32D- START 99175001;99250001 3/4" Sol.V Reb.Kit(Granz)-START 01175002A21;01250001S 3/8" SMC Check Valve (START 2004)	2 2 2	
<b>3. Oxygen Compressor (1 set of the following)</b>	Reed Valve (Suction, discharge)	5 ea	
	O-ring (all applicable types)	2 each	
	Pin	2	
	Rider Ring, all applicable sizes	2 each	
	Piston Assembly, (Incls. 1-5)	1	
	Piston Ring, 1 1/4"	2	
	V-belt	1	
	O2 Compatible Grease	1	
<b>Standard Warranty Period</b>	1. Contractor shall repair or replace the Products free of charge to the original user where defects in the material and/or workmanship are evident at the time of delivery. Contractor will pay for shipping the Products one way to the Client. 2. Contractor shall repair or replace the Products (excluding filter elements and sieve material) free of charge to the Client where defects in material and/or workmanship become evident between the time of delivery to the Client and minimum of two (2) years from the date of delivery to the Client. Contractor will pay for shipping the Products one way to the Employer.		

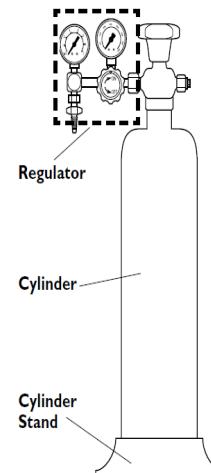
Note that all standard shall fully comply as stated in the bid data sheet (BDS)

All the above equipment should be integrated and controlled through single control.

**The main components of the oxygen generating plant:**

1. Oxygen concentrator
2. Oxygen surge tank
3. Air compressor
4. Air filter
5. Air tank
6. High pressure booster
7. Oxygen pressure reducing box

# **Medical Oxygen Cylinder Specifications (Compliance Sheet)**

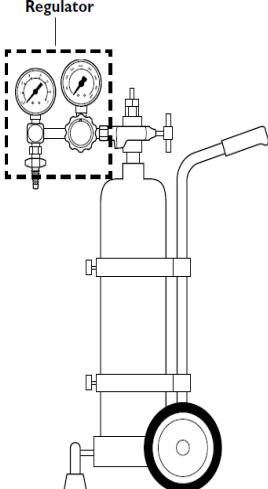
Sn	Item	Technical specification	Qty	Sample Picture	Bidder Offer - Specification	Remark, if any deviation
		<b>High pressure oxygen filling system:</b> <ul style="list-style-type: none"> <li>The filling should be done by the latest system of internal gas compression by built in liquid oxygen pump.</li> </ul>				
1	Medical oxygen cylinder	<ul style="list-style-type: none"> <li>D type cylinder</li> <li>Gas content 340 liters at 137 bar</li> <li>Made of steel and authorized by international regulation for medical use</li> <li>Fitted with integral regulated pin index (BS En 850)</li> <li>Capacity of Water: 46.7 ltrs.</li> <li>Outside Diameter : 232 mm</li> <li>Wall Thickness : 5.5 mm</li> <li>Length : 1370 mm</li> <li>Weight: 54 kg. (approx.)</li> <li>Appropriate flow meter fitted to the output of the regulator that can reduce the flow of gas to between 0L/min and 15L/min.</li> <li>The inlet fittings on regulators and equipment used for connection to medical gas cylinders should be in accordance with the BS 341 and BS 1319.</li> <li>With appropriate cylinder stand and securing brackets</li> <li>Cylinder shoulders should be color-coded with a white (RAL 9010)</li> <li>Cylinders should have oxygen name on the body of the cylinder.</li> <li>Each Cylinder Shoulders should be stamped with GG : Symbol for Gas, Mfgr. :Identification Mark, MMYY : Month &amp; Year of Hyd. Test,</li> </ul>	500	 		

**Part 2: Statement of Requirements****Section 6: Statement of Requirements**

		XYZ : Serial No. of Cylinder, B.S. Specification, TW : Tear Weight, TP : Test Pressure			Schematic of oxygen cylind		
2	Medical oxygen cylinder	<ul style="list-style-type: none"> <li>• B type cylinder</li> <li>• Gas content 170 liters at 137 bar</li> <li>• Made of steel and authorized by international regulation for medical use</li> <li>• Capacity of Water: ____ ltrs.</li> <li>• Outside Diameter : ____ mm</li> <li>• Wall Thickness : ____ mm</li> <li>• Fitted with integral regulated pin index (BS En 850)</li> <li>• lightweight and portable for ambulatory use</li> <li>• Appropriate flow meter fitted to the output of the regulator that can reduce the flow of gas to between 0L/min and 15L/min.</li> <li>• The inlet fittings on regulators and equipment used for connection to medical gas cylinders should be in accordance with the BS 341 and BS 1319.</li> </ul>	50				
	An automatic manifold	<ul style="list-style-type: none"> <li>• The nominal capacity of the cylinder selected for the manifolds is a D-size oxygen cylinder with 340 liters capacity at a pressure of 137 bars</li> <li>• Manifolds and control panels should be certificated for use with 230 bar cylinders. The manifold headers should incorporate a renewable non-return valve to prevent the discharge of a complete bank of cylinders in the event of "tailpipe" rupture.</li> <li>• The tail-pipe cylinder connector must be a pin index yoke connector in accordance with BS EN ISO 407:2004 for oxygen.</li> </ul>	4				

3	changeover	<ul style="list-style-type: none"> <li>• Pressure indication should be provided to indicate pressure in each cylinder bank and in the MGPS.</li> <li>• The pressure control should maintain the nominal pipeline pressure within the limits. High-pressure regulators should comply with BS EN 738-2:1999 and be supplied with auto-ignition test results.</li> <li>• Pressure safety valves should be of the self-closing type and be installed on each distribution pipeline downstream of the manifold line pressure regulator and upstream of the main isolation valve.</li> <li>• The monitoring and indicating system should perform the following functions:             <ol style="list-style-type: none"> <li>a. overall manifold monitoring;</li> <li>b. manifold condition indication;</li> <li>c. overall supply plant indication.</li> </ol> </li> <li>• The manifold system should be provided with all interconnected piping from oxygen generator and should have a system so as to connect easily with oxygen refilling manifold of 2x8 cylinders. The system should have pressure cut off valves to cut the supply from the generator as soon as the desired pressure of 137bar is achieved.</li> <li>• Each header bar shall be provided with 8 numbers of cylinder pigtail connections to suit cylinder valves incorporating a check valve at the header connection. The high-pressure header bar shall be designed in such a manner that it can be extended to facilitate additional cylinder connections.</li> <li>• All the above equipment should be integrated</li> </ul>					
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	<p>and controlled through single control</p> <ul style="list-style-type: none"><li>• The manifold should be so designed that it shall suit easy cylinder changing and positioning.</li><li>• The cylinder should be placed with the help of cylinder brackets and fixing chains which should be zinc plated.</li><li>• Beyond the supply of oxygen, medical air and suction system to the various units of the hospital at St. Paul, the Medical Gas System is also expected to have an exclusive filling station and manifold system which shall be used to prepare compressed gas cylinders used as a reserve source of supply for the hospital beyond its daily function to fill up to 100 (One hundred) standard medical oxygen cylinders for use by other public and private hospitals in Addis Ababa.</li><li>• Two of the systems are to be installed independently at kidney transplant (center)... Each with 342 bar and filling capacity of 24 cylinders at a time. Specific site visit and survey is required for kidney transplant center .</li></ul>					
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4	<b>Trolley</b>	<ul style="list-style-type: none"> <li>• An appropriate trolley that can be used to transport D size oxygen cylinders safely with two securing brackets.</li> <li>• Two rubber wheels and a front support which is used to keep the cylinder in upright position and should be fixed in place to prevent it from falling over</li> <li>• Made of aluminum alloy or steel material approved for its strength to support the prescribed oxygen cylinder</li> <li>• Circular Handle with plastic grip as shown in the schematic drawing</li> <li>• Standard design with certificate for its safe use and compatibility</li> </ul>	100		 <p>Schematic portable D cylinder with cart</p>		
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Note that all standard shall fully comply as stated in the bid data sheet (BDS)

All the above equipment should be integrated and controlled through single control.

# Medical Air Generating plant (Compliance Sheet)

<h1>Medical Air Generating Plant</h1>			
<b>Technical Requirement: Baseline/Requirement Specification</b>		<b>Bidder Offer – technical specification</b>	<b>Remark, if any deviation</b>
<b>Scope of work</b>			
	Supply, installation, testing and commissioning of skid mounted fully integrated quadraplex medical air system (scrol type air compressors, air receiver, heat-less regenerative duplexed desiccant dryers with purge control, duplexed line filters and regulators, dual line pressure regulating assembly and PLC based control panel complete with integrated hygrometer. The system should serve the peak required demand of <b>5000 LPM</b> (Liters per minute) at pressure of <b>4.1</b> bars. The system should contain a compressor motor (380V, 3phase and 50 HZ) along with digitally controlled fully automatic voltage stabilizer. The system shall be fully compliant with the latest edition of NFPA 99 or equivalent as stated in BDS. The system should fit to the site housing height of 3.0 m.		
	<b>MEDICAL AIR COMPRESSOR SYSTEM REQUIREMENTS</b>		
Components	<b>Detail Specifications</b>	<b>Unit</b>	<b>Qty</b>
<b>General System Requirements</b>	<b>System Notes</b>	System Set	1
	1. Equipment, installation, and testing of the medical air system shall comply with NFPA 99, latest edition, and all state and local codes or ordinances or equivalent as stated in BDS		
	2. The system requires dedicated mechanical ventilation with an allowable temperature variance of 40 f to 105 f		
	3. Vibration pads and flex connectors should be shipped loose for field installation.		
	<b>Piping</b>		
	1. All piping shall be installed in accordance with NFPA 99, latest edition or equivalent as stated in BDS		
	2. All interconnecting pipe and fittings beyond inlet and discharge connections shall be supplied and installed by the contractor.		

	<p>3. Piping layout and final arrangement will be site specific. Contractor shall be responsible for field verification and coordinating actual location with other trades.</p> <p>4. Pipe exhaust outside, turn down and screen per NFPA 99, latest edition or equivalent as stated in BDS.</p> <p>5. All drain lines shall be supplied and installed by the Contractor and run to appropriate waste drain.</p> <p>6. Inlet pipe sizes refer to standard pressure drop tables</p>			
	<b>Electrical</b>			
	<p>1. Electrical power shall be supplied from the life safety branch of the essential electrical distribution (emergency power).</p> <p>2. Must provide a wiring schematic</p> <p>3. Contractors shall verify motor voltage, phase, and amperage ratings before starting electrical installation and verify the voltage supplied by the hospital is the same</p> <p>4. All conduit, fittings and conductors from control panel to power source shall be supplied by the Contractor</p>			
<b>Air Compressor System</b>	<b>General</b>			
	1) Meets or exceeds the requirements of the latest edition of NFPA 99 or equivalent as stated in BDS			
	2) Package shall include	a) Oil-Less Scroll Air Compressors		
		b) Dual Desiccant Air Dryer		
		c) One Receiver that complies to Section VIII, Unfired Pressure		

	Vessels of the ASME Boiler and Pressure Vessel Code			
	d) One Touch Screen Control Panel			
3)	All components shall be completely pre-piped and pre-wired to single-point service connections			
4)	The only field connections required will be system intake, exhaust and power connection at the touch screen control panel (or between split systems)			
5)	All interconnecting piping and wiring shall be completed and operationally tested prior to shipment			
6)	Provide liquid tight conduit, fittings and junction boxes for all control and power wiring			
7) System shall include:	a) Individual compressor inline intake filters			
	b) Discharge check valves of bronze construction			
	c) Safety relief valves			
	d) Intake and discharge flexible connectors			
	e) Isolation valves			
	f) Air cooled after coolers for each compressor			
	g) High discharge temperature sensor with numerical display and shut down			
	h) Pressure control transducer with automatic switch			

	backup			
	i) Medical grade demand check valve for gauge, transducer and switches			
<b>Specific Requirements</b>				
1) The compressors will be v-belt driven Oil-Less Rotary Scroll, single stage, air-cooled construction with absolutely no oil needed for operation				
2) Each compressor will be equipped with isolation valve, check valve, safety valve, electric motor, belts, belt guard, air cooled after cooler with separator, temperature sensor at each discharge port that is field adjustable				
3) A-Frame, stackable scroll allowing two pumps to run simultaneously with smaller footprint allowing for compact design				
4) 3600 RPM, premium efficiency motor				
5) Means of removal of the compressor for service or replacement without interruption to the system				
<b>System Configuration:</b>	<b>Quadraplex Skid Mounted Stacking Configuration</b>			
Flow Capacity for each Compressor:	1400 l/min @ 6.9 bar			
Total System Capacity:	<b>4200 l/min @ 6.9 bar with one compressor on reserve as per NFPA 99</b>			
Tank Size:	1000 liters			
Configuration:	Vertical - ASME Rated			
Working Pressure:	13.8 bar			
Finish:	Shop Painted			
Drain Type:	Automatic/manual			
By-Pass Plumbing:	Yes			

**Part 2: Statement of Requirements****Section 6: Statement of Requirements**

	Pressure Gauge:	11cm			
	Range:	0-14 bar			
	Sound level (db)	80 (max)			
	Dimension (max floor area, L x W)	5 sq m			
	Dimension (max Height, H)	3m			
	<b>Pressure Setting (bar)</b>				
	Lead Start: 5.5	Stop: 7			
	Lag Start: 5	Stop: 7			
	Lag Start: 4.5	Stop: 6			
	Lag Start: 4	Stop: 6			
	<b>Plumbing</b>				
	Flexible Connectors:	Intake and Discharge			
	Piping Type:	Copper Brazed, Brass			
	Pipe size:	Supplier to Provide Drawing For Review			
	Motor Size for each Compressor:	11.2 KW			
	Voltage:	380 V - 50 Hz - 3 Phase			
	NEMA Frame:	182T			
	RPM:	3000			
	Enclosure:	ODP			
<b>Compressor Accessories</b>	1) The system shall include:				
		a) Individual compressor inline intake filter			

		b) Non-return valve on the outlet			
		c) Flexible inlet and outlet couplings			
		d) Inlet and outlet shut-off valves			
		e) Pressure relief valve			
		f) Condensate separator and drains			
		g) Unloaded valve			
<b>Air Receiver</b>	1) Shall be ASME certified or equivalent as stated in BDS				
	2) Receiver shall be rated for full compressor service and equipped with a liquid level indicator, electronic timed automatic drain, manual drain, safety relief valve				
	3) Air receiver should be rated for a minimum of 200 psig design pressure				
	4) The inside of the receiver to consists of a two-part epoxy coating providing rust protection equal or better than that achieved by galvanizing				
	5) Three-valve by pass for service or replacement without interruption to the system				
<b>Dryer/Filter/Regulator System</b>	1) An integral air treatment system with purge saving feature, NFPA 99 compliant, or equivalent as stated in BDS, assembly featuring dual desiccant air dryers, dual pre-filters, after-filters, pressure regulator valves, dew point monitor, CO monitor and system safety valves				
	2) The quality of air provided shall meet or exceed the following when fitted with required filtration which meets the air quality requirements of ISO 8573 – 1: 2001 validated	a) Maximum remaining oil content 0.01 mg/m <sup>3</sup> at 70°F (21°C).			

	in accordance with the requirements of ISO 12500-1 and includes 3rd PARTY VALIDATION PERFORMANCE	b) Particulate removal to 0.01 micron.		
		c) Dew point [-4°F medical breathing air applications or -100°F –laboratory applications].		
		d) Air provided shall conform to ISO 8573.1 Standard Class 1.3.1 – medical breathing air [1.1.1 – laboratory applications].		
	3) Completely pre-piped and prewired to single-point service connections			
	4) There shall be two identical banks of air treatment equipment, piped in parallel and provided with valves to by-pass either bank for filter element replacement, maintenance and repair work while still treating medical compressed air through the other set			
	5) Each bank to consists of three stages:	a) Stage 1: Prime efficiency coalescer with filtered, differential pressure gauge  b) Stage 2: Desiccant heatless air dryer, equipped with purge control capable of attaining pressure dew point of -40°F. The dry compressed air is discharged from the “online” tower into the 3rd stage		

		c) Stage 3: Prime efficiency particulate after filter with manual drain differential pressure gauge along with downstream pressure regulators that will maintain constant discharge pressure of 50 psig (field adjustable)			
<b>Control Panel</b>	<b>General</b>				
	1) UL listed control panel in a NEMA 12 enclosure with a Touch Screen Display or equivalent as stated in BDS				
	2) Only panel components that are commercially available and not of propriety design will be considered				
	3) Compressors must include the following accessories:	a) Temperature sensor at each discharge port of the compressor with numerical display			
		b) Externally operable circuit breakers with door interlock per compressor			
		c) Control circuit transformers with fused primary and secondary circuit breakers			
		d) WinCE 5.0 operating system			
		e) Illuminated H-O-A switch			
		f) Magnetic starter			

		with three leg overload protection			
		g) Hour meter and motor running light			
4)	Alarm contacts must be provided for remote annunciation for all alarm points				
	a) Lag compressor in use				
	b) High Dew Point				
	c) High discharge air temperature				
	d) Main transformer failure				
	e) High carbon monoxide (CO) level				
	f) Motor overload				
6)	Provide manual reset for all alarms				
7)	All control and alarm functions shall remain energized while any pump in the system remains electrically on-line				
8)	Ethernet connectivity with embedded web-page for remote monitoring, password protected for remote adjustment of all operating parameters				
9)	Lag compressor shall be able to start automatically if the lead compressor fails to operate				
<b>Specific Requirement</b>					
	NEMA Rating	12			
	PLC Alternator	1			
	Circuit Breaker Disconnects	4			
	Hour Meters	4			
	HOA Selector Switch	4			
	120V Control Transformer	4			
	Compressor Running Light	4			

**Part 2: Statement of Requirements****Section 6: Statement of Requirements**

	Circuit Breaker Rating	4-15 amp breakers			
<b>Standard Warranty Period</b>	30 months from the date of shipment or 24 months from start-up, whichever comes first, on replacement of defective parts. Labour, travel and shipping costs are covered by the supplier for 30 months from the date of shipment or 24 months from start-up, whichever comes first.				

Note that all standard shall fully comply as stated in the bid data sheet (BDS)

# Medical Vacuum Generating plant (Compliance Sheet)

<h1 style="text-align: center;">Medical Vacuum Generating Plant</h1>			
<b>Technical Requirement: Baseline/Requirement Specification</b>		<b>Bidder Offer – Technical Specification</b>	<b>Remark, if any deviation</b>
<b>Scope of work</b>			
	Supply, installation, testing and commissioning of skid mounted fully integrated quadraplex medical vacuum system (Lubricated Rotary Vane Vacuum Pumps, air receiver and PLC based control panel). The system should serve to supply the peak required demand of min <b>5000 LPM</b> (Liters per minute) at pressure of <b>64kPa</b> . The system should contain a vacuum motor (380V, 3phase and 50 HZ) along with digitally controlled fully automatic voltage stabilizer. The system shall be fully compliant with the latest edition of NFPA 99 or equivalent as stated in BDS. The system should fit to the site housing height of 3.0 m.		
<b>Components</b>	<b>Detail Specifications</b>	<b>Unit</b>	<b>Qty</b>
<b>General System Requirements</b>	<b>System Notes</b>	System Set	1
	1. Equipment, installation, and testing of the medical air system shall comply with NFPA 99, latest edition or equivalent as stated in BDS, and all state and local codes or ordinances or equivalent as stated in BDS.		
	2. The system requires dedicated mechanical ventilation with an allowable temperature variance of 40 f to 105 f		
	3. Vibration pads and flex connectors should be shipped loose for field installation.		
	<b>Piping</b>		
	1. All piping shall be installed in accordance with NFPA 99, latest edition or equivalent as stated in BDS.		
	2. All interconnecting pipe and fittings beyond inlet and discharge connections shall be supplied and installed by the contractor.		
	3. Piping layout and final arrangement will be site specific. Contractor shall be responsible for field verification and coordinating actual location with other		

	trades.			
	4. Pipe exhaust outside, turn down and screen per NFPA 99, latest edition or equivalent as stated in BDS.			
	5. All drain lines shall be supplied and installed by the Contractor and run to appropriate waste drain.			
	6. Inlet pipe sizes refer to standard pressure drop tables			
	<b>Electrical</b>			
	1. Electrical power shall be supplied from the life safety branch of the essential electrical distribution (emergency power).			
	2. Must provide a wiring schematic			
	3. Contractors shall verify motor voltage, phase, and amperage ratings before starting electrical installation and verify the voltage supplied by the hospital is the same			
	4. All conduit, fittings and conductors from control panel to power source shall be supplied by the Contractor			
<b>Vacuum System</b>	<b>General</b>			
	1) Meets or exceeds the requirements of the latest edition of NFPA 99 or equivalent as stated in BDS			
	2) Package shall include	a. Lubricated Rotary Vane Vacuum Pumps		
		b. One Touch Screen Control Panel		
		c. One Receiver that complies with Section VIII, Unfired Pressure Vessels, of the ASME Boiler and Pressure Vessel Code or equivalent as stated in BDS		

3) All components shall be completely pre-piped and pre-wired to single-point service connections			
4) The only field connections required will be system intake, exhaust and power connection at the touch screen control panel (or between split systems)			
5) All interconnecting piping and wiring shall be completed and operationally tested prior to shipment			
6) Provide liquid tight conduit, fittings and junction boxes for all control and power wiring			
7) System is modular or field separable, allowing for ease of shipment and handling on site			
<b>Specific Requirements</b>			
1) The compressors will be v-belt driven Oil-Less Rotary Scroll, single stage, air-cooled construction with absolutely no oil needed for operation or equivalent as standards stated in BDS			
2) Each compressor will be equipped with isolation valve, check valve, safety valve, electric motor, belts, belt guard, air cooled after cooler with separator, temperature sensor at each discharge port that is field adjustable or equivalent as standards stated in BDS			
3) A-Frame, stackable scroll allowing two pumps to run simultaneously with smaller footprint allowing for compact design			
4) 3600 RPM, premium efficiency motor			
5) Means of removal of the compressor for service or replacement without interruption to the system			
<b>System Configuration:</b>	<b>Quadraplex Skid Mounted Stacking Configuration</b>		
Flow Capacity for each Compressor:	1818 l/min @ 34.3 kPa		
Total System Capacity:	<b>5455 l/min @ 64.3 kPa with one pump on reserve as per NFPA 99 or equivalent as stated in BDS</b>		
Pump RPM:	1751		
Tank Size:	1060 Gallons (4013 liters)		

**Part 2: Statement of Requirements****Section 6: Statement of Requirements**

	Configuration:	Vertical - ASME Rated			
	Working Pressure:	11.4 bar			
	Finish:	Shop Painted			
	Drain Type:	Manual			
	By-Pass Plumbing:	Yes			
	Pressure Gauge:	5cm			
	Range:	0-102 kPa			
	Sound level (db)	76			
	Dimension (max floor area LxW)	2570 mm x1420 mm x 2240 mm			
	Dimension (max Height, H)	3m			
	<b>Vacuum Setting (kPa)</b>				
	Lead Start: 68	Stop: 85			
	Lag Start: 61	Stop: 78			
	Lag Start: 54	Stop: 71			
	Lag Start: 47	Stop: 63			
	<b>Plumbing</b>				
	Flexible Connectors:	Intake and Discharge			
	Piping Type:	Black Iron, Copper, Galvanized			
	Pipe size:	Supplier to Provide Drawing For Review			
<b>Vacuum Pump</b>	1. Vacuum pump shall be an Oil-Sealed Rotary Vane type with air cooled design				
	2. Dynamically balanced multi-vane design				
	3. Oil lubrication system shall be a pressure differential design with full re-circulation and multi-stage exhaust oil separation rated at 99.998% efficiency				
	4. Oil cooler shall be a single pass, cross flow type with a dedicated cooling fan				

	5. Bearings shall be permanently lubricated and sealed				
	6. Water vapor condensation in the cylinder shall be prevented by means of an automatic gas ballast valve				
	7. Vacuum pump shall be direct driven				
	8. Torque is transmitted from the motor to the pump through a shaft coupling				
	9. Each vacuum pump shall be factory piped intake with integral flex connector, isolation valve and check valve				
	10. Each pump shall have a built-in anti-suck back valve mounted at the pump inlet				
	11. System should also have a means of removal of the vacuum pump for service or replacement without interruption to the system				
<b>Motor</b>	Motor Size for each Pump	10hp (40 hp total)			
	Voltage:	380 V - 50 Hz - 3 Phase			
	NEMA Frame:	213T			
	RPM:	1751			
	Enclosure:	TEFC			
<b>Vacuum Pump Accessories</b>	1) The system shall include:	1. Non-return valve			
		2. Back pressure gauge			
		3. High discharge temperature sensor (with visual indicator)			
		4. Oil drain valve			
		5. Oil sight glass			
		6. Flexible connector			
		7. Isolation valve			
		8. Check valve			
<b>Air Receiver</b>	1. Shall be ASME certified or equivalent as stated in BDS with provisions for isolating the receiver without				

	interruption of the vacuum service				
	2. Receiver shall be rated for full vacuum service with a minimum 200 psig design pressure				
	3. Shall be equipped with a vacuum gauge, manual drain valve, and a shut-off valve				
	4. The inside of the receiver consists of a two-part epoxy coating providing rust protection equal or better than that achieved by galvanizing				
<b>Control Panel</b>	<b>General</b>				
	1) UL listed control panel in a NEMA 12 enclosure with a Touch Screen Display or equivalent as stated in BDS				
		a) Temperature sensor at each discharge port of the compressor with numerical display			
		b) Externally operable circuit breakers with door interlock per compressor			
		c) Control circuit transformers with fused primary and secondary circuit breakers			
		d) WinCE 5.0 operating system			
		e) Illuminated H-O-A switch			
		f) Magnetic starter with three leg overload protection			
		g) Hour meter and motor running light			
	2) Pumps must include the following accessories:				
	3) Lag pump shall be able to start automatically if the lead pump fails to operate				
	4) Audible and visual local alarms with dry contacts for	a) Lag pump in use			

	the following:	b) High Dew Point			
		c) High discharge air temperature			
		d) Main transformer failure			
		e) High carbon monoxide (CO) level			
		f) Motor overload			
	5) Provide manual reset for all alarms				
	6) All control and alarm functions shall remain energized while any pump in the system remains electrically on-line				
	7) Ethernet connectivity with embedded web-page for remote monitoring, password protected for remote adjustment of all operating parameters				
	8) Alarm contacts will be provided for remote annunciation for all alarm points				
	9) Shutdowns for systems are as per NFPA 99 or equivalent as stated in BDS				
	<b>Specific Requirement</b>				
	NEMA Rating	12			
	PLC Alternator	1			
	Circuit Breaker Disconnects	4			
	Hour Meters	4			
	HOA Selector Switch	4			
	120V Control Transformer	4			
	Compressor Running Light	4			
	Pump Running Light	4			
<b>Standard Warranty Period</b>	30 months from the date of shipment or 24 months from start-up, whichever comes first, on replacement of defective parts. Labour, travel and shipping costs are covered by the supplier for 30 months from the date of shipment or 24 months from start-up, whichever comes first.				

# **Medical Gases Pipeline Distribution System (MGPS)**

## **(Compliance sheet)**

**Scope of work:**

The scope of work shall cover all distribution piping and terminal units for oxygen, vacuum and compressed air system. The work shall include Supply, Installation, and Commissioning & Satisfactory Demonstration of MGPS for designed pressure and flow rates at the terminal units of the required gases in each of the hospital units described.

The work also include testing, packing, transportation, scheduling of transportation, transit insurance, delivery at sites, unloading, storage, job site storage, insurance, installation any other services associated with the delivery of the equipment and materials providing warranty of services and operation and maintenance of other related equipment/items required for complete installation. The successful bidder will assume full responsibility of the complete system until final acceptance.

**Part 2: Statement of Requirements**
**Section 6: Statement of Requirements**

No.	Specification	Descriptions	Unit	Qty	Bidder Offer – Technical Specification	Remark, if any Deviation
1.	Medical Gas Pipes	<ul style="list-style-type: none"> <li>• Material for pipes should be manufactured from phosphorus deoxidized, non-arsenical copper that complies to           <ul style="list-style-type: none"> <li>◦ BS EN 1412:1996 grade CW024A (Cu-DHP) in metric outside diameters and to:               <ul style="list-style-type: none"> <li>◦ BS EN 13348: 2008 – R250 (half hard) for sizes up to 54mm; or</li> <li>◦ BS EN 13348: 2008 – R220 (annealed) for larger sizes.</li> </ul> </li> <li>◦ BS EN ISO 9001: 2008 for pipes and for all materials including fittings, terminal units etc or               <ul style="list-style-type: none"> <li>◦ ASTM B819 Specification for specially cleaned, straight lengths of seamless copper tube identified as Type K and/or L suitable for medical gas systems.</li> </ul> </li> </ul> </li> <li>• All necessary standard for safety, flow direction, type of gas, valve location etc... has to be described.</li> <li>• Graphical symbols and signs. Safety signs, including fire safety signs. Signs with specific safety meanings. British Standards Institution, 2002. BS5499-5: 2002.</li> <li>• All pipes must be cleaned and degreased for oxygen service and be free of particulate matter and toxic residues in accordance with BS EN 13348: 2008.</li> <li>• They must be individually capped at both ends and delivered to site identified as medical gas pipes.</li> <li>• Supplier must present manufacturer's certificate attesting compliance to prescribed standard</li> <li>• Copper pipe quantities may or may not need to be revised to accord with supplier's pipe layout drawing of which must be approved by the Public Body once quantities have been determined by supplier</li> <li>• All standards shall comply as stated in BDS standards</li> <li>• Please refer drawings for exact length of pipes and take an average height of a floor 4m.</li> </ul>				
	Pipe outside diameter(Φ mm)	Thickness (mm)				
	15	1	m	4400, and as per drawing		
	22	1	m	2000 and as per drawing		

		28	1	m	1000 and as per drawing		
		35	1	m	500 and as per drawing		
		42	1	m	1100 and as per drawing		
		54	1	m	1000 and as per drawing		
2.	Pipe jointing and fittings	<ul style="list-style-type: none"> <li>▪ Pipe jointing fittings should be end-feed capillary fittings to BS EN 1254-1:1998 or as stated in BDS standards.</li> <li>▪ Other fittings (oxygen compatible) for connection to copper pipes (for example valve and control panel fittings) may be of copper, brass, gun-metal, bronze or stainless steel.</li> </ul> <p><b>NOTE:</b> All pipe jointing fittings and sub-assemblies of fittings for connection to pipes must be cleaned and degreased for oxygen service and be free of particulate matter and toxic residues. They must be individually sealed in bags or boxes and delivered to site identified as medical gas fittings.</p> <ul style="list-style-type: none"> <li>❖ <b>General Pipeline jointing</b> <ul style="list-style-type: none"> <li>▪ Except for mechanical joints, only copper-to-copper joints will be permitted on site, made with brazing filler rods that can be used without flux.</li> <li>▪ Copper joints to brass or gun-metal fittings will require the use of flux, with subsequent cleaning to remove the flux residues and oxide deposits.</li> <li>▪ Heating of the joint for brazing should be carried out with oxygen/acetylene, liquid petroleum gas/oxygen torches. Additional heating may be required for larger pipe sizes / fittings, for example, by means of a second torch.</li> <li>▪ When brazing copper-to-copper joints: <ul style="list-style-type: none"> <li>✓ The brazed joints should be made using a silver-copper-phosphorus brazing alloy CP102 to BS EN ISO 17672: 2010 or AWS A5.8 BCup-5. No flux should be used;</li> <li>✓ Ensure adequate protection of adjacent pipe runs and other services</li> </ul> </li> <li>▪ The brazing technique should be used on all medical gas pipeline services.</li> <li>▪ All pipe jointing fittings and sub-assemblies of fittings for connection to pipes must be cleaned and degreased for oxygen service and be free of particulate matter and toxic residues. They must be individually sealed in bags or boxes and delivered to site identified as medical gas fittings.</li> <li>▪ See drawing for number and size of fittings</li> </ul> </li> </ul>					

		<ul style="list-style-type: none"> <li>▪ All standards shall comply as stated in BDS standards</li>   <li>▪ <b>N.B:- For exact quantity and size refer Drawings</b></li> </ul>			
3. <b>Pipeline supports</b>		<ul style="list-style-type: none"> <li>▪ The pipeline should be adequately supported at sufficient intervals in accordance with Table below to prevent sagging or distortion.</li> </ul>			
		Pipeline outside diameter (mm)			
		Up to 15			
		22-28			
		35-54			
		>54			
4.	<b>Bed-head trunking/ walling systems</b>	<ul style="list-style-type: none"> <li>▪ In situations where medical gas pipelines are required to span building movement joints, consideration should be given to the method by which pipelines are supported to prevent mechanical damage.</li> </ul>			
		<ul style="list-style-type: none"> <li>▪ These fittings should generally be in accordance with BS EN ISO 11197: 2009 or as stated in BDS standards.</li> <li>▪ Separate compartments should be provided for electrical services, nurse call/radio, etc. and medical gas pipelines.</li> <li>▪ All exposed pipes should be covered or painted to match walls and ceilings</li> </ul>			

5.	LVAs	<ul style="list-style-type: none"> <li>▪ All valves should be of the lever-ball type, having flanged O-ring seal connections which open and close with a 90° rotation: the handle should be in line with the pipeline when open.</li> <li>▪ Pressure regulators and pressure regulators with flow-metering devices confirm BS EN ISO 10524-1: 2006 or as stated in BDS standards.</li> <li>▪ LVAs should be capable of being locked with the valve in the open or closed position. Means of physically isolating and blanking the pipeline both upstream and downstream of the valve should be provided. The means of isolation should be in the form of a spade that can be readily deployed. It should blank both the pipeline and the valve port and be visible when deployed.</li> <li>▪ Each valve should be provided with a set of “through” and “blanking” spades; they should be coloured white and red respectively. The valve flange should include the thread, and the bolts should be of sufficient length to permit loosening to allow removal/replacement of the spades without loss of structural integrity of the connection. Union-type connections with O-rings are permissible, but the securing nut must also have sufficient thread length to permit venting while maintaining the structural integrity of the connection. A single key for each service is considered to provide sufficient security.</li> <li>▪ LVA quantities may or may not need to be revised to accord with supplier's pipe layout drawing of which must be approved by the Public Body once quantities have been determined by supplier</li> <li>▪ The appropriate NIST connector bodies with self-sealing check valves and lockable blanking nuts should be provided upstream and downstream of the flanges. Gas identity and flow direction arrows should be provided for each valve.</li> <li>▪ At the connection of the pipeline to source of supply;</li> <li>▪ At the pipeline entry to a building;</li> <li>▪ At the pipeline exit from a building;</li> <li>▪ At the connection of branches to the main pipeline run;</li> <li>▪ At the connection to risers;</li> <li>▪ At branches from risers to serve a number of similar departments;</li> </ul>				
	Isolation Valve for 28mm			~80		
	Isolation Valve for 35mm			~40		
	Isolation Valve for 42mm			~40		
	Isolation Valve for 54mm			~40		
6.		<ul style="list-style-type: none"> <li>▪ All valves should be of the lever-ball type, having flanged O-ring seal connections which open and close with a 90° rotation: the handle should be in line with the pipeline when open.</li> </ul>				

	<ul style="list-style-type: none"> <li>▪ Pressure regulators and pressure regulators with flow-metering devices confirm BS EN ISO 10524-1: 2006 or as stated in BDS standards.</li> <li>▪ AVSUs are provided for user access in an emergency (or for maintenance purposes). They should be in accordance with the requirements above for LVAs except that security is achieved by installing them in an enclosure with a lockable door designed such that it can be closed with the valve either in the “open” or “closed” position.</li> <li>▪ AVSUs should be mounted at a convenient height (typically between 1,000 – 1,800mm) such that they can be operated comfortably by staff without their needing to stoop or overreach</li> <li>▪ All AVSUs should be labelled to identify the individual rooms, sets of terminal units, etc. controlled. They should be provided with flow direction arrows.</li> <li>▪ All AVSUs should be labelled to identify the individual rooms, sets of terminal units etc controlled. The upstream and downstream NIST connectors should be clearly identified by a permanent label, securely fixed.</li> </ul>			
AVSUs Valve with Boxes	<p><b><u>AVSU with alarm</u></b></p> <p>Alarm System</p> <ul style="list-style-type: none"> <li>▪ Each area alarm shall be microprocessor based with individual microprocessors on each display and sensor board. The sensors shall be capable of local (within alarm box) or remote mounting on pipeline utilizing twisted pair wiring - up to 1,524 m (5,000 ft.). Each sensor and display unit shall be gas specific; i.e. gas specific sensor with DISS nut &amp; nipple, and display module with an error message display for an incorrect sensor/display connection.</li> <li>▪ Each area alarm shall consist of: an 18 gauge (1.3 mm) steel back box with mounting brackets adjustable up to 13 mm (½") wall thickness and 6.4 mm (¼") I.D. type "K" copper tubing for connection to the gas service line. The area alarms shall be of modular construction and shall be field expandable with the addition of extra modules. Up to six services can be accommodated per standard box. All modules shall be mounted on a hinged frame for easy accessibility.</li> <li>▪ Each specific service shall be continuously monitored by a microprocessor based sensor. The pressure or vacuum shall be displayed by a red digital LED. For pressure services the readout shall be 0-1724 kPa (0-250 psig). For vacuum the readout shall be -100-0 kPa (0-30" Hg). The digital readout shall provide a constant indication of each service being measured. A bar graph trend indicator shall be provided for each service displaying a green "NORMAL", yellow "CAUTION" and a red "HIGH" or "LOW" alarm condition. Under normal operations the bar graph display shall move up and down</li> </ul>			

	<p>in the "GREEN" range depending on service usage. If a deviation of <math>\pm 20\%</math> from the factory pre-set normal condition occurs, a "RED" alarm light shall flash and an audible buzzer in excess of 90 decibels will sound. Pushing the "ALARM SILENCE" button will cancel the audible buzzer, but the unit will remain in alarm condition until the problem is rectified.</p> <ul style="list-style-type: none"> <li>▪ The alarm shall have field adjustable parameters; High/Low set points, Imperial/Metric units and Repeat alarm Enable (1 to 60 minutes)/Disable function. These parameters can be accessed within the calibration mode function of the alarm. Set-points shall be adjustable by two on board push buttons. Alarm shall be self-diagnostic with error message display for ease of maintenance.</li> <li>▪ Each gas service shall be labeled with ISO color coded label, and alarm signals shall be visible from a distance of 12 m (40 ft.) and shall be visible if other lights in the room are off.</li> <li>▪ Each gas service display module shall have dry contacts for remote monitoring of the High and Low alarms.</li> <li>▪ Area alarms shall be closed circuit and shall be CSA certified and UL listed. A green "power on" light shall indicate that the alarm is energised. Alarms shall be complete with a "push to test" and "alarm silence" buttons. Area alarms shall have no moving parts and shall require no maintenance after initial installation.</li> </ul>			
	<p><b><u>AVSU with no Alarm</u></b></p> <ul style="list-style-type: none"> <li>▪ Each recessed zone valve box shall consist of the following components:</li> <li>▪ A steel valve box which can house single or multiple shut-off ball valves with tube extensions,</li> <li>▪ A three piece design Valve , an aluminium frame, and a pull-out removable window</li> <li>▪ Pressure gauges shall read 0-700 kPa (0-100 psig) for all gases except nitrogen, which shall read 0-2000 kPa (0-300 psig), and vacuum, which shall read -100-0 kPa (0-30" Hg).</li> <li>▪ AVSU quantities may or may not need to be revised to accord with supplier's pipe layout drawing of which must be approved by the Public Body once quantities have been determine by supplier</li> </ul>			
	AVSU with Alarm- 3 Gas module(Minor OR, Emergency)	No.	8	
	AVSU with Alarm - 6 Gas Module(Operating Theatre)	No.	10	

		AVSU without Alarm- 3 Gas module	No.	19		
7.	<b>BHU, Terminal units and overhanging pendants</b>	<ul style="list-style-type: none"> <li>▪ All terminal units should conform to BS EN ISO 9170-1: 2008 or as stated in BDS standards.</li> <li>▪ Medical gas pipeline systems. Dimensions and allocation of probes for terminal units for compressed medical gases conform DD ENV 737-6: 2003 or as stated in BDS standards.</li> <li>▪ Distance between centres of adjacent horizontal terminal units should be;</li> <li>▪ <math>135 \pm 2.5\text{mm}</math> for three or more terminal units;</li> <li>▪ <math>150 \pm 2.5\text{mm}</math> for two terminal units only;</li> <li>▪ All terminal units should conform to BS EN ISO 9170-1: 2008. Terminal units intended for wall mounting where directly connected equipment such as flow meters are to be used must include a non-swivel device.</li> <li>▪ Dimensions of probes are given in BS5682: 1998. It is essential that probes be machined from stainless steel.</li> <li>▪ When installed in pendants or similar, terminal units should be of a type suitable for mounting within the specified fitting</li> <li>▪ Pressure losses across terminal units should be in accordance with BS EN ISO 9170-1: 2008.</li> <li>▪ For probes BS5682: 1998.</li> <li>▪ The heavy-duty pendant will be mounted on ceiling and the column length will be for the specified ceiling height.</li> </ul> <p>(Please refer to page 10-14 of Section 6: Statement of Requirements for details on quantities and layout)</p> <p><b><u>Medical Gas Outlets</u></b></p> <ul style="list-style-type: none"> <li>▪ Manufactured in strict accordance with BS EN 737-1 standards.</li> <li>▪ The pin index of gas outlets are manufactured according to BS 5682 standards.</li> <li>▪ The appliance of the medical gas outlet is in accordance with HTM2022 standards.</li> <li>▪ British standard medical gas outlets to supply oxygen, vacuum suction, compressed air (see drawing for detail).</li> <li>▪ Two types of connectors: <math>\Phi 10</math> bobbin and soft tube.</li> <li>▪ Different pin index must be used for different gases.</li> <li>▪ ISO32 color standard must be applied in distinguishing different gases.</li> </ul>				

- |  |  |  |  |  |
|--|--|--|--|--|
|  | <ul style="list-style-type: none"><li>• Operation Room<ul style="list-style-type: none"><li>(operating theatre and Minor OR)</li><li>Dual Mount Dual Arm Pendant</li><li>Each consisting of:<ul style="list-style-type: none"><li>3 - Medical Vacuum Outlets</li><li>2 - Medical Oxygen Outlets</li><li>1 - Medical Air Outlets</li><li>10 - Universal Electrical Receptacles</li><li>2 - Ground Jack</li><li>2 - Infusion Pumps</li><li>1 - Vacuum Canister w/Hosing</li><li>1 - Vacuum Regulator</li><li>1 - Over Flow Safety Trap</li><li>3 - Equipment Shelves</li><li>1 - RJ 15</li><li>1 - RJ 45</li><li>2 - Handle with Controlling Buttons</li></ul></li></ul></li><li>• ICU Room<ul style="list-style-type: none"><li>Adult Intensive Care Unit</li><li>Each unit consisting of:<ul style="list-style-type: none"><li>3 - Medical Vacuum Outlets</li><li>2 - Medical Oxygen Outlets</li><li>1 - Medical Air Outlets</li><li>2 - Universal Electrical Receptacles</li><li>2 - Patient Light</li><li>1 - Oxygen Flow meter w/Humidifier</li><li>1 - Medical Air Flow meter</li><li>1 - Vacuum Canister w/Hosing</li><li>1 - Vacuum Regulator</li><li>1 - Over Flow Safety Trap</li><li>1 - Name Tag Holder</li><li>1 - IV Hook</li><li>1 - Blood Pressure Monitor</li><li>1 - Monitor Channel</li></ul></li></ul></li><li>• VIP Private Room<ul style="list-style-type: none"><li>Panel Wall</li><li>Each unit consisting of:<ul style="list-style-type: none"><li>3 - Medical Vacuum Outlets</li></ul></li></ul></li></ul> |  |  |  |
|--|--|--|--|--|

- **ICU Room**

- Adult Intensive Care Unit
- Each unit consisting of:
  - 3 - Medical Vacuum Outlets
  - 2 - Medical Oxygen Outlets
  - 1 - Medical Air Outlets
  - 2 - Universal Electrical Receptacles
  - 2 - Patient Light
  - 1 - Oxygen Flow meter w/Humidifier
  - 1 - Medical Air Flow meter
  - 1 - Vacuum Canister w/Hosing
  - 1 - Vacuum Regulator
  - 1 - Over Flow Safety Trap
  - 1 - Name Tag Holder
  - 1 - IV Hook
  - 1 - Blood Pressure Monitor
  - 1 - Monitor Channel

- **VIP Private Room**

- Panel Wall
- Each unit consisting of:
  - 3 - Medical Vacuum Outlets

	<p>2 - Medical Oxygen Outlets 1 - Medical Air Outlets 2 - Universal Electrical Receptacles 1 - Patient Light 1 - Phone Provision 10 - 8 Position Motorized Hospital Beds 2 - Oxygen Flow meter w/Humidifier 2 - Medical Air Flow meter 2 - Vacuum Canister w/Hosing 2 - Vacuum Regulator 2 - Over Flow Safety Trap 1 - Name Tag Holder 2 - IV Hook 1 - Blood Pressure Monitor 2 - Blank Provision for Future Expansion</p>			
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● **Normal Private Room**

Double Tier Horizontal Head Wall Terminal Unit  
Each unit consisting of:

2 - Medical Vacuum Outlets  
2 - Medical Oxygen Outlets  
1 - Medical Air Outlets  
4 - Universal Electrical Receptacles  
2 - Patient Light  
1 - Oxygen Flow meter w/Humidifier  
1 - Medical Air Flow meter  
1 - Vacuum Canister w/Hosing  
1 - Vacuum Regulator  
1 - Over Flow Safety Trap  
1 - Name Tag Holder  
1 - IV Hook  
1 - Blood Pressure Monitor  
2 - Blank Provision for Future Expansion

● **NICU Room**

Neonatal Intensive Care Unit  
Each unit consisting of:

3 - Medical Vacuum Outlets  
2 - Medical Oxygen Outlets  
1 - Medical Air Outlets  
2 - Universal Electrical Receptacles  
1 - Oxygen Flow meter w/Humidifier

	<p>1 - Medical Air Flow meter 1 - Vacuum Canister w/Hosing 1 - Vacuum Regulator 1 - Over Flow Safety Trap 1 - Name Tag Holder 1 - IV Hook 1 - Blood Pressure Monitor 1 - Monitor Channel</p> <p><b>• Pre Op &amp; Recovery Room</b></p> <p>Pre-Operation and Recovery Unit Each unit consisting of: 3 - Medical Vacuum Outlets 2 - Medical Oxygen Outlets 1 - Medical Air Outlets 2 - Universal Electrical Receptacles 2 - Patient Light 1 - Oxygen Flow meter w/Humidifier 1 - Medical Air Flow meter 1 - Vacuum Canister w/Hosing 1 - Vacuum Regulator 1 - Over Flow Safety Trap 1 - Name Tag Holder 1 - IV Hook 1 - Blood Pressure Monitor</p> <p><b>• Normal Wards</b></p> <p>Single Tier Horizontal Head Wall Terminal Unit Each unit consisting of: 1 - Medical Vacuum Outlets 1 - Medical Oxygen Outlets 1 - Medical Air Outlets 2 - Universal Electrical Receptacles 2 - Patient Light 1 - Oxygen Flow meter w/Humidifier 1 - Medical Air Flow meter 1 - Vacuum Canister w/Hosing 1 - Vacuum Regulator 1 - Over Flow Safety Trap 1 - Name Tag Holder 1 - IV Hook 1 - Blood Pressure Monitor</p>			
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	Bed Head and pendant Units Please refer to page 10-14 of Section 6: Statement of Requirements for details on quantities and layout for each headwall and pendant units	As drawing			
	Total Number number of Head wall and pendant Units	No.	302		

**Remark:** The number of Room Panel Walls mentioned in the table above has taken in to account the patient rooms inside the National Kidney Transplant Center, located 150m from the main hospital complex in a separate building which has 2 operation rooms, 4 VIP grade rooms, 4 ICU rooms and 18 chronic dialysis beds equivalent to normal wards.

For drawings refer Annex

Note that, as the installation work is on exiting building, civil works (demolishing and re-works) related to pipe installation are considered as part of the overall electro-mechanical works.

All the pipe installations shall be covered and harmonized with the existing ceiling form. Pipes shall not be seen externally. This work is considered as part of the overall electro-mechanical works.

Finally, the all wards and corridors shall retain their former form and appearance, which is considered as part of the electro-mechanical works.

No additional payment for above and such works as it is included in the overall financial offer.

## **TERMINALS AND ACCESSORIES (Compliance sheet)**

PATIENT TERMINAL POINTS	Bidder Offer - Technical Specification	Remark, if any deviation
<b>General Information:</b>		
Terminal units must be fully customized to the specific needs of each patient room and must be able to accommodate future room requirements. Units must be outfitted with integrated accessory rails for equipment management. Removable front panels must allow access for maintenance to electrical services, individual surface mounted gas outlets and electrical wiring connections. Supplier and or manufacture must submit detailed terminal unit shop drawings for approval. Shop drawings are to be based on patient room requirements and must illustrate gas outlet positioning, electrical outlet locations, and patient lighting along with any additional accessories detailed below. Where applicable patient terminal units must adhere to NFPA 99, CSA, and ISO 13485 latest edition standards and requirements or equivalent as stated in BDS		
<b>COMPREHENSIVE PATIENT TERMINAL POINTS REQUIREMENTS</b>		
<b>Materials and Construction</b>		
Enclosure shall be constructed of extruded, anodized aluminum alloy sections to provide a modular surface mounted unit with integrated accessory rails for equipment management.		

The system must be manufactured to accommodate room lengths that may range from 12" (305 mm) to 120" (3048 mm). Units that require lengths beyond 120" (3048 mm) must be divided. On-site medical gas and electrical connections between sections will be required. Unit panels, top, bottom, cover panels, or any other removable section on the unit must allow access for easy installation and maintenance of patient terminal services.		
<b>Integrated Accessory Rails</b>		
The Console System has one (1) accessory channel, which is integrated into the aluminum extrusion assembly. The accessory channel is clear etched anodized.		
<b>Covers, Caps, Panels Etc.</b>		
Top and bottom cover panels are made from extruded aluminum. Any plastic caps or covers are made of injection molded ABS Fire Retardant plastic.		
<b>Medical Gas Outlets</b>		
Flow rate must exceed the requirements of NFPA 99 and CSA and accepts only DISS gas specific adapters or equivalent as stated in BDS		
100% Pressure testing of each outlet and cleaned for medical gas service is mandatory.		

Outlets shall be manufactured with a 6 - 1/2" [165 mm] length type "K" 1/2" [12.7 mm] outside diameter (3/8" nominal) size copper inlet pipe stub which is silver brazed to the outlet body. The body shall be of 1 - 5/16" [33 mm] diameter, one piece brass construction. For positive pressure gas services, the outlet shall be equipped with a primary and secondary check valve and the secondary check valve shall be rated at a maximum of 200 psi [1,379 kPa] in the event the primary check valve is removed for maintenance. Outlet bodies shall be gas specific by indexing each gas service to a gas specific dual pin indexing arrangement on the respective identification module. A large color coded front plate shall be used for ease of gas identification and aesthetic appeal. With the back rough-in mounted, the outlet shall adjust up to 3/4" [19 mm] variation in mounting plate thickness. The latch-valve assembly shall be DISS type and only accept corresponding DISS type gas specific adapters. All outlets shall be cleaned and degreased for medical gas service, factory assembled and tested. The outlets must be UL Listed, ETL Listed and CSA approved. Outlets must comply with NFPA 99 or equivalent as stated in BDS

**Electrical Wiring**

Wire for standard and critical branch power circuits shall be #10 or #12 (as specified) type THHN stranded copper wire, 600 volt, with heat resistant thermoplastic insulation for hot and neutral. Grounds shall be #10 type R THHN stranded copper wire. All ground conductors must be installed in conduit.

**Electrical Receptacles**

Shall be Hospital Grade BS standard or equivalent. Quantity and type as shown on submittal shop drawings. Supplier shall furnish and install receptacles with wiring required, as shown on submittal shop drawings. All receptacles shall be hospital grade receptacles.		
<b>Reading Light</b>		
A soft glare-free light that is comfortable for the patient when reading and is independent of the room's lighting. Unobtrusive to other beds in the room and helps provide a comfortable healing atmosphere.		
Lighting system must be affixed to terminal unit.		
<b>Vacuum Regulator</b>		
Unit shall be analog, continuous 3 mode, US colors.		
Patient connection is DISS Male with a DISS Nut inlet connection.		
Flowrate: Adult: 65 LPM, Pediatric 40 LPM, Neonatal 40 LPM		
Timing:		
1. 16 seconds on/ 8 seconds off		
2. Timing can be adjusted on the back of the unit with access to ON and OFF needle valves		
3. Starts in the OFF position		
4. Gauge Accuracy: +/- 3% Full-scale		
<b>Vacuum Canister, Vacuum Trap, and Hosing</b>		

1. Reusable Collection Bottle Polysulfone 1800 CC or 1500 CC with internal trap		
2. Safety Trap with DISS Female Vacuum Hand tight		
3. Hosing for patient and collection bottle connection		
<b>Flow meters and Humidifiers</b>		
1. Standard thorpe style for oxygen use, 15 LPM, US colors, DISS connection with Humidifier Bottle		
2. Standard thorpe style for medical air use, 15 LPM, US colors, DISS connection with swivel		
<b>Additional Accessories</b>		
1. IV Hook		
2. Blood Pressure Monitor		
3. Name Tag Holder		
4. Nurse Call System/Provision - Supplier to provide specification based on room layout		
<b>Standard Warranty Period</b>		
5 years from start-up, on replacement of defective parts. Labour, travel and shipping costs are covered by the supplier for 30 months from the date of shipment or 24months from start-up, whichever comes first.		

Note that all standard shall fully comply as stated in the bid data sheet (BDS)

Note that, as the installation work is on exiting building, civil works (demolishing and re-works) related to terminal installations are considered as part of the overall electro-mechanical works.

Finally, the all wards and corridors shall retain their former form and appearance, which is considered as part of the electro-mechanical works.

No additional payment for above and such works as it is included in the overall financial offer.

# **Ventilation System**

## **(Compliance sheet)**

Forced ventilation shall be designed taking into consideration the air flow requirement for all the generators.

Thus, design, Supply, and installation of ventilation system shall be borne by the Contractor. Site visit and survey is required to design the ventilation systems.

Note that any civil works (scratching, demolishing and re-works) related to terminal installations are considered as part of the overall electro-mechanical works and included on the financial offer.

# **Space Requirement for medical gas generating plant (Compliance Sheet)**

Maximum allowable space dimension for plant house (Medical Gas Generating Plant): 30m x 12m x 3.5m

Thus, the plant shall fit and comply with the available aforementioned space.

# **Electrical Requirement**

## Electrical requirements and specifications for Medical Oxygen plant and Medical Air System

**All connections and accessories of electrical supply shall be borne by the Contractor**

### Scope of the work

Supply, Installation, testing and commissioning of Medical oxygen plant and Medical air system complete Control board/panel with Single Phase access, Starters, Controls, Voltmeters, Ammeters, Hour Meter, Fuses, Switchgears, MCCB and Main switch etc. The plants shall be complete in all respects and as per the following specifications and requirements.

The system has to be equipped with:

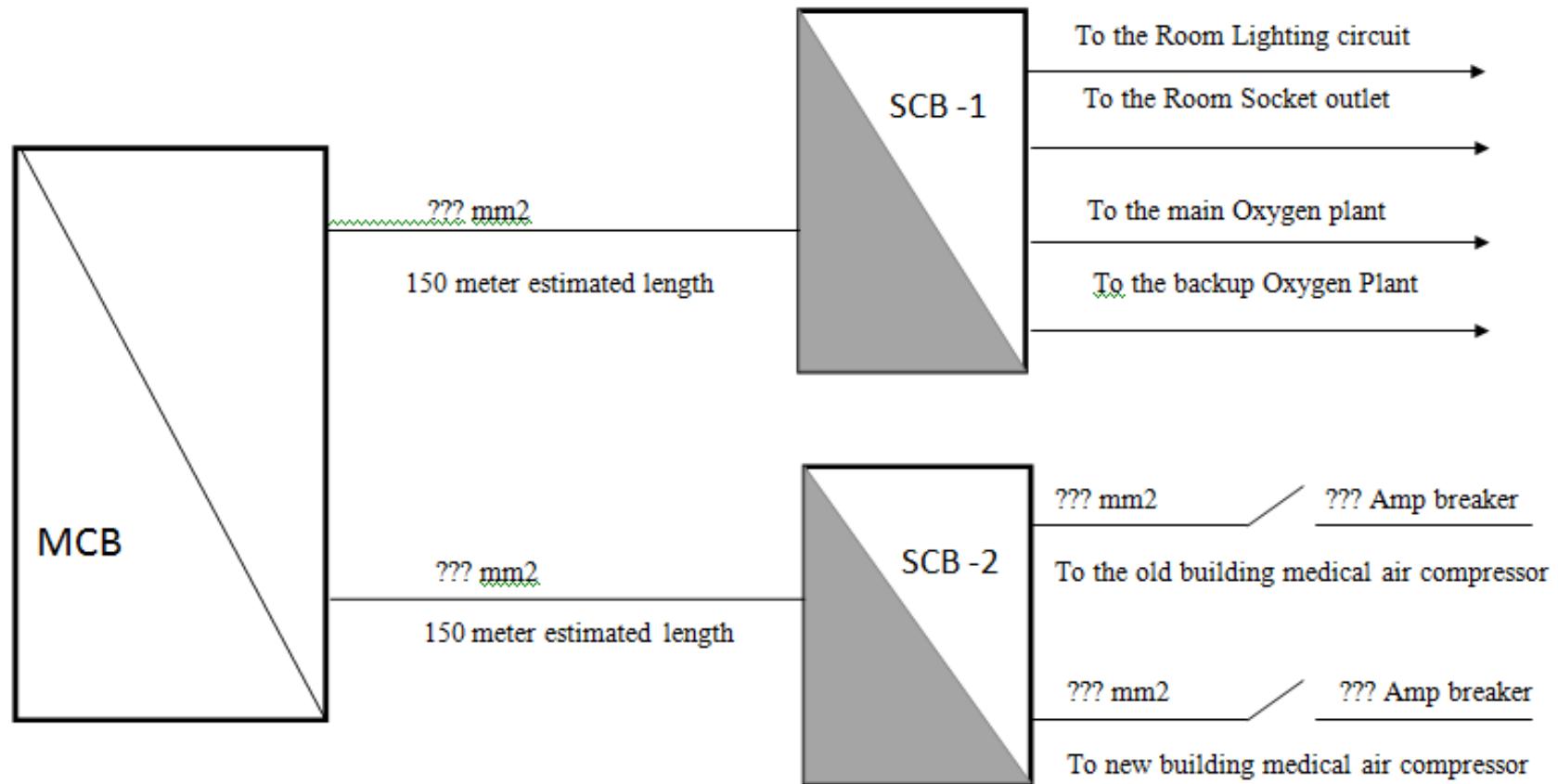
- i. Temperature Regulating device
- ii. Microcontroller based Control System
- iii. An Alarm system
- iv. The Medical Oxygen generator and the Medical air Compressor plants should have an automatic control system including sensors, detectors, thermometers, indicators, relays, internal wiring and as the general medical gas requirement.
- v. There should be very less maintenance and virtually maintenance free plants
- vi. Components and parts used should conform to international standards and specifications.
- vii. All electrical components, motors, switches and starters should meet IEC standards.
- viii. The system should include fire extinguisher system.
- ix. UPS with a rating power greater or equals to the oxygen generator should be included in the installation.
- x. The oxygen generator plant should have very good earthing wire/terminal with an earth resistance not greater than 2 ohms to prevent from malfunction due to electrical interference.

### Supply Requirements

1. Providing fixing of **Electrical Gadgets** like MCB, SCB, Room Light Points, General purpose socket outlets, Power points, etc in the Oxygen generator plant and Medical Air Pipeline System.

2. Supply, Installation and commissioning of UPS and **Electric distribution panel/board** with all switchgears, wiring and controls etc from known brands like Siemens/ ABB/GE or Schneider make for distribution of power supply to various load points in the Plant Room from single point power supply (Provided by the hospital).
3. Control Panel for Oxygen Concentrator Module and Medical Gas Pipeline System.
4. Installation of all **electrical cabling** as per the international standards (As per latest amendment) standard and proper earthing of all Oxygen generator plant and Medical air system and other electrical instrument and accessories in the Medical air system as per IEC standard guidelines.
5. Bidders should include cable size and other electrical design calculations including light socket outlet calculations.
6. Bidders should attach electrical installation layout design of all parts and schematic diagrams in paper layout and/or 3D.

## Single line representation of Power Distribution



**N.B.**

- ↗ MCB stands for main distribution/circuit board
- ↗ SCB-1 stands for Sub distribution/circuit board for the Oxygen plant.
- ↗ SCB-2 stands for Sub distribution/circuit board for the Medical air Compressors

## **VERIFICATION**

**All installation and assembly activities shall be subject to the verification of the Employer and or its Representative**

## E. Delivery and Completion Schedule

**Place and Date: Addis Ababa,  
Procurement Reference No.: ICB/0014/2014**

**To: Ministry of Health**

**Addis Ababa**

LOT No.	Description of the project	Delivery / Completion period (days/weeks/months)	Delivery Location/Site
1			

Name  
In the capacity of .

Signed

Duly authorized to sign the bid for and on behalf of.

Dated on [insert day] day of], 20

**F. Drawings****Procurement Reference Number:** \_\_\_\_\_

List of related Drawings		
Drawing Number	Drawing Name	Purpose
1	Ground Floor MGS	Piping System
2	First Floor MGS	Piping System
3	Second Floor MGS	Piping System
4	Third Floor MGS	Piping System
5	Fourth Floor MGS	Piping System
6	Basement MGS	Piping System
7	Minor OR and Gyn. MGS	Piping System
8	New Infant MGS	Piping System
9	Emergency MGS	Piping System
10	Children center*	Piping System
11	Kidney transplant (center)*	Piping System

\*Site visit is required for final design recommendation in consultation with the consultant.

\*The consulting firm will provide final drawings before installation.

# **Part 3**

## **Contract**

### **Section 7. General Conditions of Contract**

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**Section 7 General Conditions of the Contract****A. General Provisions****1. Definitions**

- 1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.
- 1.2 The following words and expressions shall have the meanings hereby assigned to them:

(a). "Authorized Officer"	means a person designated as such by the Public Body from time to time as notified in writing to the Supplier to act as the representative of the Public Body for all purposes connected with the Contract, including any authorized representative of such person;
(b). "Bankrupt"	means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due;
(c). "Completion"	means the fulfilment of the Contract by the Supplier in accordance with the terms and conditions set forth in the Contract;
(d). "Contract Documents"	means the documents listed in the GCC, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto;
(e). "Contract Manager"	means a person designated as such by the Supplier from time to time as notified in writing to the Public Body to act as the duly authorized representative of the Supplier for all purposes connected with the Contract, including any authorized representative of such person;
(f). "Contract Price"	means the money payable by the Public Body to the Supplier based on the Contract Agreement and shall include all royalties, license fees or similar expenses in respect of the

	making, use or exercise by the Supplier of any Intellectual Property or Intellectual Property Rights for the purpose of performing the Contract;
(g). "Contract"	means the binding Contract Agreement entered into between the Public Body and the Supplier, comprising Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein,
(h). "Day"	means calendar day;
(i). "Delivery"	means the transfer of the Goods from the Supplier to the Public Body in accordance with the terms and conditions set forth in the Contract;
(j). "Eligible Countries"	means the countries and territories eligible as listed in Section 5 of the Bidding Document;
(k). "General Conditions of Contract"	hereinafter referred to as "GCC", means the conditions in this section of the Contract, which shall govern the Contract, except where amended by the SCC or Contract Agreement;
(l). "Good Industry Practice"	means the exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the provision of goods similar to the goods under the same or similar circumstances as those applicable to the Contract and which are in accordance with any codes of practice published by relevant trade associations;
(m). "Goods"	means raw material, products and equipment and commodities in solid, liquid or gaseous form, marketable software and live animals as well as installation, transport, maintenance or similar obligations related to supply of the goods if their value does not exceed that of the goods themselves; and "related services" includes services such as transportation, commissioning, insurance, installation, training, and initial maintenance;
(n). "Government"	means the Government of the Federal Democratic Republic of Ethiopia;
(o). "In writing"	shall be interpreted to include any document which is recorded in manuscript or typescript;
(p). "Liquidated damages"	means the compensation stated in the contract as being payable by Supplier to the Public Body for failure to perform the contract or part thereof within the periods under the contract, or as payable by either party to the other for any specific

	breach identified in the contract;
(q). "Location"	means the location for the delivery of the Goods and Related Services as set out in the Contract or as otherwise agreed in writing between the Public Body and the Supplier;
(r). "Party"	means the Public Body or the Supplier and includes their permitted successors and "Parties" means both of them;
(s). "Public Body"	means public body, which is partly or wholly financed by the Federal Government Budget, higher education institutions, and public institutions of like nature which has the powers and duties to conclude a Contract for the supply of Goods and Related Services, as specified in the SCC;
(t). "Purchase Order"	or acronym "PO" means an individual order for Goods and Related Services issued by Public Body pursuant to the terms, conditions, and pricing established in a Contract. Each individual Purchase Order is a binding contractual instrument and will refer and incorporate the terms and conditions of this Contract and specify the goods to be supplied, delivery schedule, and price;
(u). "Related Services"	means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract;
(v). "Special Conditions of Contract"	hereinafter referred to as "SCC", means the conditions attached to the Contract Agreement, which shall govern the Contract and shall prevail over these General Conditions of Contract;
(w). "Subcontractor"	means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier;
(x). "Supplier"	means a natural or juridical person under contract with a Public Body to supply goods and related services.

## **2. Appointment**

2.1 The Public Body appoints the Supplier to supply the Goods and Related Services:

- (a). Promptly (and in any event within any time targets as may be set out in the Section 6, Statement of Requirements) and in a professional and courteous manner so as to reflect and promote the image of the Public Body;
- (b). Strictly in accordance with the Statement of Requirements and all provisions of the

Contract; and

- (c). In accordance with all applicable laws and regulations of the Federal Democratic Republic of Ethiopia and Good Industry Practice; and
- (d). In accordance with the policies, rules, and procedures of the appropriate Authority as amended from time to time.
- (e). In accordance with the quality standards set by the Quality and Standards Authority of Ethiopia (QSAE) and applicable international standards;
- (f). In accordance with the terms and conditions of appointment as provided in this Clause in consideration of the Contract Price.

### **3. Relationship of the Parties**

- 3.1 The Supplier shall not incur any liabilities on behalf of the Public Body or enter into any contract or obligation on behalf of the Public Body.
- 3.2 The Supplier shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the parties to the Contract.
- 3.3 Subject to the provisions of the Contract, the Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Public Body, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Public Body.

### **4. Due Diligence**

- 4.1 The Supplier acknowledges that it:
  - (a). Has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Public Body;
  - (b). Has raised all relevant due diligence questions to the Public Body before the Effective Date; and
  - (c). Has entered into this Contract in reliance on its own due diligence alone.
- 4.2 Any disputes relating to due diligence shall be resolved in accordance with the Ethiopian Law.

### **5. Fraud and Corruption**

- 5.1 It is the Government of the Federal Democratic Republic of Ethiopia's policy to require that

Public Body, as well as bidders/suppliers, to observe the highest standards of ethics during the procurement and the execution of contracts. In pursuance of this policy, the Government of the Federal Democratic Republic of Ethiopia represented by the Public Procurement and Property Administration Agency (herein referred to as the Agency) requires that Contracting Authorities shall include in bidding documents, provisions against corrupt practices.

- 5.2 The Agency defines, for the purposes of these provisions, the terms set forth below as follows:
- (a). "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the procurement process or in contract execution, and
  - (b). "Fraudulent practice" is any act or omission, including misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation.
  - (c). "Collusive practices" is a scheme or arrangement between two or more Suppliers, with or without the knowledge of the Public Body, designed to establish prices at artificial, non competitive levels, and
  - (d). "Coercive practices" is harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - (e). "Obstructive practice" is
    - (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Federal Ethics and Anticorruption Commission, the Federal Auditor General and the Public Procurement and Property Administration Agency or their auditors' investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent their from disclosing their knowledge of matters relevant to the investigation or from pursuing the investigation, or
    - (ii) acts intended to materially impede the exercise of inspection and audit rights provided for under GCC Sub-clause 44.2.
- 5.3 The Agency will debar a Supplier from participation in public procurement for a specified period of time if it at any time determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract.
- 5.4 The Agency reserves the right, where a Supplier has been found by a national or international entity to have engaged in corrupt or fraudulent practice, to declare that such a Supplier is ineligible, for a stated period of time, to be awarded a Government funded contract.

- 5.5 The Agency will have the right to require that, in contracts funded by the Government of Ethiopia, a provision be included requiring suppliers to permit the Agency to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Agency, if the supplier engages in any corrupt practice.
- 5.6 Any communications between the Supplier and the Public Body or the Agency related to matters of alleged fraud or corruption must be made in writing.

## **6. Interpretation**

- 6.1 If the context so requires it, singular means plural and vice versa.
- 6.2 In these terms and conditions, words referring any particular gender include all other genders.
- 6.3 Incoterms
  - (a). Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
  - (b). DDP, EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

### **6.4 Entire Agreement**

The Contract constitutes the entire agreement between the Public Body and the Supplier and supersedes all communications, negotiations and agreements of parties with respect thereto made prior to the date of Contract.

### **6.5 Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

### **6.6 No waiver**

- (a). Subject to GCC Sub-Clause 6.6(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b). Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

### **6.7 Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## **B. The Contract**

### **7. Contract Documents**

- 7.1 The documents forming the Contract shall be interpreted in the following order of precedence in the event of any conflict between the documents comprising this Contract:
  - (a). Agreement;
  - (b). The Special Conditions of Contract;
  - (c). The General Conditions of Contract;
  - (d). Bid Submission Sheet with Annexes;
  - (e). Price Schedule;
  - (f). List of accepted items including their unit price;
  - (g). Bidder Certification of Compliance with Annexes;
  - (h). Technical Specification + Technical Offer + Compliance Sheet with Annexes;
  - (i). Any other document listed in the SCC as forming part of the Contract.
- 7.2 All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.
- 7.3 Any action required or permitted to be taken, and any document required or permitted to be provided, under the Contract by the Public Body or the Supplier may be taken or provided by the authorized representatives specified in the SCC.
- 7.4 The Contract constitutes the entire agreement between the Public Body and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

### **8. Governing Law**

- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the Federal Democratic Republic of Ethiopia, unless otherwise stated in SCC.

### **9. Language**

- 9.1 The Contract as well as all written and oral communication and documents relating to the Contract exchanged by the Supplier and the Public Body, shall be in English. Supporting

documents and printed literature that are part of the Contract may be in another language, but any documents provided in another language must be accompanied by an accurate translation into English. For purposes of interpretation of the Contract, this translation shall govern.

- 9.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

## **10. Notices and written communications**

- 10.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. The term “in writing” means communicated in written form with proof of receipt.
- 10.2 Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 10.3 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

## **11. Authorized Officers**

- 11.1 Any notice, information or communication given to or made by an Authorized Officer shall be deemed to have been given or made by the Public Body.
- 11.2 The Supplier shall decline from supplying the Goods and Related Services to any of the Public Body's staff who are not Authorized Officers.

## **12. Assignment**

- 12.1 An assignment is a written agreement by which the Supplier transfers its contract or part thereof to a third party.
- 12.2 The Supplier shall not, without the prior written consent of the Public Body, assign the Contract or any part thereof, or any benefit or interest there under, except in the following cases.
- (a). A charge, in favor of the Supplier's bankers, of any monies due or to become due under the Contract; or
  - (b). Assignment to the Supplier's insurers of the Supplier's right to obtain relief against any other person liable in cases where the insurers have discharged the Supplier's loss or liability.
- 12.3 With the exception of the carriage of Goods to the Location, the Supplier shall not subcontract the production or supply of any Goods without the previous consent in writing of the

Public Body, such consent not to be unreasonably withheld or delayed.

- 12.4 For the purpose of GCC Clause 12.2 the approval of an assignment by the Public Body shall not relieve the Supplier of its obligations for the part of the Contract already performed or the part not assigned.
- 12.5 If the Supplier has assigned his Contract without authorization, the Public Body may, without giving formal notice thereof, apply as of right the sanctions for breach of Contract provided for in GCC Clauses 18 and 20.
- 12.6 Assignees must satisfy the eligibility criteria applicable for the award of the Contract and they cannot be in any of the situations excluding them from participating in Contract.
- 12.7 Every assignment shall be subject to the provisions of this Contract and shall incorporate the terms and conditions of this Contract.

### **13. Subcontracting**

- 13.1 A sub-contract shall be valid only if it is a written agreement by which the Supplier entrusts performance of a part of the Contract to a third party.
- 13.2 In the event the Supplier requires the related services of sub-contractors that are not included in the Contract, the Supplier shall obtain the prior written approval and clearance of Public Body for all sub-contractors. The related services to be sub-contracted and the identity of the subcontractors shall be notified to the Public Body. The Public Body shall with due regard to the provisions of GCC Clause 10 within 15 days of receipt of the notification, notify the Supplier of its decision, stating reasons should he withhold such authorization.
- 13.3 The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.
- 13.4 The Public Body shall have no contractual relations with the Sub-Contractors.
- 13.5 Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract and they cannot be in any of the situations excluding them from participating in contract.
- 13.6 The Supplier shall be responsible for the acts, defaults and negligence of his Sub-Contractors and their agents or employees, as if they were the acts, defaults or negligence of the Supplier, his agents or employees. The approval by the Public Body of the sub-contracting of any part of the contract or of the Sub-Contractor to perform any part of the services shall not relieve the Supplier of any of his obligations under the contract.
- 13.7 If the Supplier enters into a subcontract without approval, the Public Body may apply, as of right without giving formal notice thereof, the sanctions for breach of contract provided for in GCC Clauses 18 and 20.
- 13.8 If a Sub-Contractor is found by the Public Body to be incompetent in discharging its duties, the Public Body may request the Supplier forthwith, either to provide a Sub-Contractor with

qualifications and experience acceptable to the Public Body as a replacement, or to resume the implementation of the tasks itself.

#### **14. Modifications and Contract Amendments**

- 14.1 The Public Body may at any time request the Supplier through notice in accordance GCC Clause 10, to make changes within the general scope of the Contract in any one or more of the following:
  - (a). Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Public Body;
  - (b). The method of shipment or packing;
  - (c). The place of delivery; and
  - (d). The Related Services to be provided by the Supplier.
- 14.2 If any such change causes increase or decrease in the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Public Body's change order.
- 14.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties.
- 14.4 Any change to the terms of the Contract must be recorded in writing and executed by authorized signatory of the Supplier and the Authorized Officer. Such record of the change in question must address all consequential amendments required to be made to the Contract as a result of such change.
- 14.5 Changes will take effect as from the date specified in the signed record of change and shall not have retrospective effect unless expressly provided for in such record.
- 14.6 Each record of change must be dated and sequentially numbered. Each of the Public Body and the Supplier will be entitled to an original executed counterpart of the record of variation.
- 14.7 Except as provided in any such record of variation, the Contract will continue in full force and effect.

#### **15. Change in Laws and Regulations**

- 15.1 Unless otherwise expressly agreed in the SCC, if, after the deadline for submission of the Bid, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the Federal Democratic Republic of Ethiopia where the Site is located (which shall be deemed to include any change in interpretation or

application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Contract Price shall not be correspondingly increased or decreased and/or the Delivery Date shall not be adjusted to the extent that Supplier has thereby been affected in the performance of any of its obligations under the Contract.

## **16. Taxes and Duties**

- 16.1 For goods supplied from outside the Federal Democratic Republic of Ethiopia, the Supplier shall bear the costs of all taxes, custom duties, formalities, license fees, and other such levies imposed outside the Federal Democratic Republic of Ethiopia, unless **otherwise specified in the SCC**.
- 16.2 For goods supplied from within the Federal Democratic Republic of Ethiopia, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Public Body, unless otherwise specified in the SCC.

## **17. Force Majeure**

- 17.1 For the purposes of the Contract, “Force Majeure” shall mean an event or events which are beyond the reasonable control of a Supplier, and which makes a Supplier’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes:
  - (a). An official prohibition preventing the performance of a contract,
  - (b). A natural catastrophe such as an earthquake, fire, explosion lightening, floods, or other adverse weather conditions, or
  - (c). International or civil war, or
  - (d). The death or a serious accident or unexpected serious illness of the supplier, or
  - (e). Other instances of Force Majeure identified as such by the civil code.
- 17.2 The following occurrences shall not be deemed to be cases of Force Majeure:
  - (a). A strike or lock-out taking of a party or affecting the branch of business in which he carries out his activities, or
  - (b). An increase or reduction in the price of raw materials necessary for the performance of the contract, or
  - (c). The enactment of new legislation where by the obligations of the debtor becomes more onerous, or
  - (d). Any event which is caused by the negligence or intentional action of a Supplier or such Supplier’s Subcontractors or agents or employees; or
  - (e). Any event which a diligent Party could reasonably have been expected to both:
    - (i) Take into account from the effective date of the Contract; and

- (ii) Avoid or overcome in the carrying out of its obligations; or
  - (f). Insufficiency of funds or failure to make any payment required hereunder.
- 17.3 The failure of a Supplier to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Supplier affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.
- 17.4 A Supplier affected by an event of Force Majeure shall take all reasonable measures to
- (a). Remove such Supplier's inability to fulfill its obligations hereunder with a minimum of delay; and
  - (b). Minimize the consequences of any event of Force Majeure.
- 17.5 A Supplier affected by an event of Force Majeure shall notify the Public Body of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 17.6 Not later than thirty (30) days after the Supplier, as the result of an event of Force Majeure, has become unable to supply the Goods and Related Services, the Parties shall consult with each other in good faith and use all reasonable endeavors to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Contract..

## **18. Breach of Contract**

- 18.1 Either party commits a breach of contract where it fails to discharge any of its obligations under the specific contract.
- 18.2 Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:
- (a). Compensation / Claim for liquidated damages as specified in GCC Clause 25; and/or
  - (b). Termination of the contract.
- 18.3 In any case where the Public Body is entitled to damages, it may deduct such Suspension damages from any sums due to the Supplier or call on the appropriate guarantee.

## **19. Suspension of Assignment**

- 19.1 The Public Body may, by written notice of suspension of the assignment to the Supplier, suspend all payments to the Supplier hereunder if the Supplier fails to perform any of its obligations under the Contract provided that such notice of suspension shall:

- (a). Specify the nature of the failure; and
- (b). Request the Supplier to remedy such failure within a period not exceeding thirty (30) days after receipt by the Supplier of such notice of suspension.

## **20. Termination**

- 20.1 Termination shall be without prejudice to any other rights or powers under the contract of the Public Body and the Supplier.
- 20.2 In addition to the grounds for termination defined in these General Conditions, the Public Body may, by not less than thirty days written notice of termination to the Supplier stating the reason for termination of the contract and the date on which such termination becomes effective. (except in the event listed in paragraph (o) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Sub-Clause 20.2 (a) to (p), terminate the Contract if:
  - (a). The supplier fails to deliver any or all of the Goods or Related Services within the period specified in the Contract, or within any extension thereof granted by the Public Body pursuant to GCC Clause 59 or if the Goods do not meet the technical specifications stated in the Contract;
  - (b). The Supplier fails to remedy a failure in the performance of their obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 19 within thirty days of receipt of such notice of suspension of assignment or within such period other agreed between the Parties in writing;
  - (c). The Supplier becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary, other than for a reconstruction or amalgamation;
  - (d). The Supplier fails to comply with any final decision reached as a result of direct informal negotiation pursuant to GCC Sub-Clause 24.2 hereof;
  - (e). The Supplier is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
  - (f). The Supplier assigns the contract or sub-contracts without the authorization of the Public Body;
  - (g). The Supplier has been guilty of grave professional misconduct proven by any means which the Public Body can justify;
  - (h). The Supplier has been declared to be in serious breach of contract financed by the Federal Democratic Republic of Ethiopia's budget for failure to comply with its contractual obligations.
  - (i). The Supplier has been engaged in corrupt or fraudulent practices in competing for or in

- executing the Contract.
- (j). Any organizational modification occurs involving a change in the legal personality, nature or control of the Supplier, unless such modification is recorded in an addendum to the Contract;
  - (k). Any other legal disability hindering performance of the Contract occurs;
  - (l). The Supplier fails to provide the required guarantees or insurance, or the person providing the underlying guarantee or insurance is not able to abide by its commitments.
  - (m). Where the procurement requirement of the Public Body changes for any apparent or obvious reason;
  - (n). Where it emerges that the gap between the value of the Contract and the prevailing market price is so wide that allowing the implementation of the contract to proceed places the Public Body concerned at a disadvantage;
  - (o). The Public Body, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.
  - (p). The accumulated liquidated damage reached its maximum as stated in GCC Clause 25.1(b).
- 20.3 The Supplier may, by not less than thirty days written notice to the Public Body, of such notice to be given after the occurrence of any of the events specified in GCC Sub-Clause 20.3 (a) to (d) terminate the Contract if:
- (a). The Public Body fails to pay any money due to the Supplier pursuant to the Contract and not subject to dispute pursuant to GCC Clause 24, within forty-five days after receiving written notice from the Supplier that such payment is overdue;
  - (b). The Public Body is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the Public Body of the Supplier's notice specifying such breach;
  - (c). The Supplier is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
  - (d). The Public Body fails to comply with any final decision reached as a result of settlement of disputes pursuant to GCC Clause 24 hereof.
- 20.4 If either Party disputes whether an event specified GCC Sub-Clauses 20.2 (a) to (n) or GCC Sub-Clause 20.3 has occurred, such Party may, within forty-five days after receipt of notice of termination from the other Party, refer the matter to settlement of disputes pursuant to GCC Clause 24 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resolution award.
- 20.5 In the event the Public Body terminates the Contract pursuant to the GCC Sub-Clause 20.2 (a) to (n) the Public Body may procure, upon such terms and in such manner as it deems

appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Public Body for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

- 20.6 If the Public Body terminates the Contract in the event specified in GCC Sub-Clause 20.2 (o) the notice of termination shall specify that termination is for the Public Body's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 20.7 If the Public Body terminates the Contract in the event specified in GCC Sub-Clause 20.2 (o) the Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Public Body at the Contract terms and prices. For the remaining Goods, the Public Body may elect:
  - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
- 20.8 In the event the Public Body terminates the Contract pursuant to the GCC Sub-Clause 20.2 (c) termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Public Body.
- 20.9 In the event of any termination by the Public Body under this Clause, for the avoidance of doubt, the Supplier will not be restricted from making any claim in respect of the Contract Price to the extent the Contract Price is outstanding and due and payable.

## **21. Arrangements on Termination**

- 21.1 The Public Body and the Supplier agree that termination or expiry of the Contract shall not affect either Party's obligations which the Contract provides shall survive the expiration or termination of the Contract.
- 21.2 After termination or expiry all data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the supplied Goods and Related Services shall be delivered by the Supplier to the Public Body provided that the Supplier shall be entitled to keep copies thereof to the extent that the information contained therein does not relate solely to the Goods and Related Services or to the extent that the Supplier is required by law to maintain copies thereof or to the extent that the Supplier was possessed of such data documents and records prior to the date of the Contract. In addition, the Supplier shall co-operate fully with the Public Body during the handover leading to the termination of the

Contract. This co-operation shall extend to full access to all documents, reports, summaries and any other information required to achieve an effective transition without disruption to routine operational requirements.

## **22. Cessation of Rights and Obligations**

- 22.1 Upon termination of the Contract pursuant to GCC Clauses 20, or upon completion of the Contract, all rights and obligations of the Parties hereunder shall cease, except

  - (a). Such rights and obligations as may have accrued on the date of termination or expiration;
  - (b). The Supplier's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC Clause 44; and
  - (c). Any right which a Party may have under the Governing Law
  - (d). The warranty right provided for under Clause 23.

## 23. Warranty

- 23.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. Five (5) years of after sales service after the minimum warranty period which is 2 years.
  - 23.2 Subject to GCC Sub-Clause 49.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
  - 23.3 Unless otherwise specified in the SCC, the warranty shall remain valid as per respective requirement indicated under ...*Part 2: Statement of Requirements*                           Section 6:  
*Statement of Requirement* ....or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the GCC Clause 50.1.
  - 23.4 The Public Body shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Public Body shall afford all reasonable opportunity for the Supplier to inspect such defects.
  - 23.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Public Body.
  - 23.6 The Supplier shall be responsible for all necessary transportation charges required to ship defective commodities to the manufacturer and then return them to the Public Body.
  - 23.7 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC Clause 23.5, the Public Body may proceed to take within a reasonable period such

remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Public Body may have against the Supplier under the Contract.

- 23.8 The supplier should undertake proper commissioning after installation. Of particular emphasis, training and commissioning includes onsite training and certifying at least 20 technicians of the client as well as first hand industrial exposure for four technicians and engineers, two from each of the client and the consulting firm, for five working days in to tertiary hospitals (using the same medical gas system) and the manufacturing plant with in the country of origin of the plant; the costs incurred for all onsite training and overseas exposure training must be taken in to account and reflected as part of the financial bidding by the supplier.
- 23.9 The supplier should provide operational training to operators during installation and commissioning. The supplier shall enter in to binding agreement with the hospital for an after sales service and supply of spare parts for five more years beyond the warranty period.

## **24. Settlement of Disputes**

- 24.1 During any dispute, including a dispute as to the validity of the Contract, it is mutually agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Public Body requests in writing that the Supplier does not do so).
- 24.2 The Public Body and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement, controversy or dispute arising between them under or in connection with the Contract or interpretation thereof.
- 24.3 If a dispute arises between the Public Body and the Supplier in relation to any matter which cannot be resolved by the Authorized Officer and the Supplier Contract Manager either of them may refer such dispute to the procedure described in ITB Sub-Clause 24.4.
- 24.4 In the second instance each of the Public Body and the Supplier shall appoint more senior representatives than those referred to in Sub-Clause 24.3 to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and shall be chaired by the Public Body (but the chairman shall not have a casting vote). Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question at the discretion of the chairman.
- 24.5 If the Parties fail to resolve such a dispute or difference amicably within twenty-eight (28) days from the commencement of such procedure, either party may require that the dispute be referred for resolution through the courts in accordance with Ethiopian Law.
- 24.6 Only those Contracting Authorities that are allowed by law to proceed to arbitration can do so.

**25. Liquidated Damages**

- 25.1 Except as provided under GCC Clause 17, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Public Body may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages the following:
- (a). A penalty of 0.1% or 1/1000 of the value of undelivered item for each day of delay until actual delivery or performance,
  - (b). The cumulative penalty to be paid by the supplier shall not exceed 10% of the contract price.
- 25.2 If the delay in performing the contract affects its activities, the Public Body may terminate the contract by giving advance notice to the Supplier pursuant to GCC Clause 20 without any obligation to wait until the penalty reaches 10% of the value of the Contract.

**26. Confidentiality**

- 26.1 The Public Body and the Supplier shall keep confidential and shall not disclose to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract if their disclosure would be contrary to law, would impede law enforcement, would not be in public interest, would prejudice legitimate commercial interest of the parties or would inhibit fair competition.. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Public Body to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.
- 26.2 The Public Body shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Public Body for any purpose other than supply of the Goods and Related Services required for the performance of the Contract.
- 26.3 The obligation of a party under this Clause, however, shall not apply to any Confidential Information that:
- (a). The Public Body or Supplier need to share with any other institutions participating in the financing of the Contract;
  - (b). Now or hereafter enters the public domain other than by breach of the Contract or other act or omissions of that Party;
  - (c). Is obtained by a third party who is lawfully authorized to disclose such information;

- (d). Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (e). Is authorized for release by the prior written consent of the other party.
- 26.4 The Parties shall not be prevented from using any general knowledge, experience or skills which were in their possession prior to the commencement of the Contract;
- 26.5 The Supplier authorizes the Public Body to disclose the Confidential Information to such person(s) as may be notified to the Supplier in writing by the Public Body from time to time to the extent only as is necessary for the purposes of auditing and collating information so as to ascertain a realistic market price for the goods supplied in accordance with the Contract, such exercise being commonly referred to as "benchmarking". The Public Body shall use all reasonable endeavors to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. The Public Body shall not without good reason claim that the lowest price available in the market is the realistic market price.
- 26.6 The Supplier agrees that:
- (a). Subject to Sub-Clause 26.6 (b), the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Public Body;
- (b). Where the Public Body is managing a request as referred to in Sub-Clause 26.6 (a), the Supplier shall co-operate with the Public Body making the request and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.
- 26.7 The Supplier shall and shall procure that its Subcontractors shall provide the Public Body with a copy of all information in its possession or power in the form that the Public Body requires within five (5) working days (or such other period as the Public Body may specify) of the Public Body requesting that Information.
- 26.8 The Public Body may consult the Supplier in relation to any request for disclosure of the Supplier's Confidential Information in accordance with all applicable guidance.
- 26.9 The above provisions of this Clause shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract.
- 26.10 This Clause 26 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data. Except as aforesaid and unless otherwise expressly set out in the Contract, this Clause 26 shall remain in force for a period of 3 years after the termination or expiry of this Contract.
- 26.11 In the event that the Supplier fails to comply with this Clause 26, the Public Body reserves the right to terminate the Contract by notice in writing with immediate effect.

**27. Copyright**

27.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Public Body by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Public Body directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**28. Miscellaneous**

- 28.1 Any decision, act or thing that the Public Body is required or authorized to take or do under the Contract may be taken or done by any person authorized, either generally or specifically, by the Public Body to take or do that decision, act or thing, provided that upon receipt of a written request the Public Body shall inform the Supplier of the name of any person so authorized.
- 28.2 The Supplier may from time to time upon the request of the Public Body, execute any additional documents and do any other acts or things which may reasonably be required to implement the provisions of the Contract.
- 28.3 Any provision of the Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.
- 28.4 The failure by the Public Body and Supplier to insist upon the strict performance of any provision, term or condition of the Contract or to exercise any right or remedy consequent upon the breach thereof shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.
- 28.5 Each Party shall bear its own expenses in relation to the preparation, execution and implementation of the Contract including all costs legal fees and other expenses so incurred.
- 28.6 The Supplier warrants represents and undertakes to the Public Body that there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier and that there are no material contracts existing to which the Supplier is a party which prevent it from entering into the Contract; and that the Supplier has satisfied itself as to the nature and extent of the risks assumed by it under the Contract and gathered all information necessary to perform its obligations under the Contract and all other obligations assumed by it.
- 28.7 The rights and remedies provided in the Contract are cumulative and not exclusive of any rights or remedies provided by any other contract or document. In this provision "right"

includes any power, privilege, remedy, or proprietary or security interest.

### **C. Obligations of the Public Body**

#### **29. Provision of Assistance**

- 29.1 Unless otherwise indicated in SCC, whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Public Body shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 29.2 The Public Body shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 29.1.

### **D. Payment**

#### **30. Contract Price**

- 30.1 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.
- 30.2 The Contract Price shall be net i.e. after the deduction of all agreed discounts. In the absence of written agreement by the Parties to the contrary, the Contract Price shall include the cost of packaging, packing materials, addressing, labeling, loading and delivery to the Location, and all appropriate tax and duty.
- 30.3 Except as provided in GCC Sub-Clause 15.1, the Contract price may only be increased above amounts stated in GCC Sub-Clause 30.1 if the Parties have agreed to additional payments in accordance with GCC Clause 14.

#### **31. Price Adjustments**

- 31.1 Contracts Prices shall be fixed throughout the Supplier's performance of the Contract and not subject to adjustment on any account.
- 31.2 This provision remains in effect for the duration of the contract once it becomes effective.
- 31.3 Any discount offered by the Supplier under this Contract cannot be reduced during the Term of this Contract without the agreement in writing of the Public Body.

#### **32. Mode of Billing and Terms of Payment**

- 32.1 In consideration of the Supplier's due and proper performance of its obligations under the Contract, the Supplier may charge the Public Body the Contract Price in accordance with this Clause.
- 32.2 The Supplier's request for payment shall be made to the Public Body in writing, accompanied

by an invoice and guarantee. Invoices shall not be rendered by the Supplier until completion of delivery of all of the Goods which are the subject of the Purchase Order unless otherwise agreed in writing. Where the Parties agree delivery by installments, the Supplier may render an invoice for each delivered installment.

32.3 An invoice is correctly rendered if:

- (a). The invoice is addressed to the Public Body's officer specified in the Purchase Order to receive invoices and identifies the number of relevant Purchase Order and Contract;
- (b). The invoice includes date of issuance and its serial number;
- (c). The amount claimed in the invoice is due for payment;
- (d). The amount specified in the invoice is correctly calculated in accordance with the Contract;
- (e). The invoice is set out in a manner that enables the Public Body to ascertain which Goods or Service the invoice covers (description, quantity, and unit of measure) and the respective Price, or Charge payable in respect of that Goods or Service;
- (f). The invoice is accompanied by the relevant Certificate of Acceptance signed by the Public Body's official representative certifying that the amount specified in the invoice is in accordance with the Contract and delivered Goods or Services meet all Purchase Order and acceptance criteria requirements;
- (g). The invoice includes the name and address of Supplier to whom payment is to be sent;
- (h). The invoice includes the name, title, and phone number of person to notify in the event of defective invoice;
- (i). The invoice includes Supplier's bank account information, and
- (j). The invoice is, where appropriate, certified as sales tax exempt.

Failure to provide such information will entitle the Public Body to delay payment of the Contract Price until such information is provided.

- 32.4 The Public Body shall pay the Contract Price to the Supplier, within the period specified in the SCC and upon receipt of the Goods and valid invoice (rendered in accordance with Sub-Clause 32.3).
- 32.5 All payment to the Supplier under this Contract shall be made in currency specified in the SCC.
- 32.6 The invoice provided to the Public Body by the Supplier in accordance with this Clause shall show appropriate taxes separately.
- 32.7 The Public Body shall not be responsible for the payment of any charges for Goods supplied in excess of the Goods required by the Purchase Order or any variation of it unless authorized in writing by a further Purchase Order.
- 32.8 No payment of or on account of the Contract Price shall constitute any admission by the

- Public Body as to proper performance by the Supplier of its obligations.
- 32.9 If the Supplier requests an advance payment the advance may be paid by the Public Body in an amount not exceeding 30% of the total contract price.
- 32.10 As a prerequisite for such advance payment supplier shall submit advance payment security in an amount equal to the advance payment it receives in the form of a certified cheque or unconditional bank guarantee at its option from a reputable bank, together with its request for advance payment as per the contract.
- 32.11 Should the advance payment security cease to be valid and the Supplier fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the Public Body from future payments due to the Supplier under the Contract.
- 32.12 If a Contract is terminated for any reason, the guarantee securing the advance payment may be invoked in order to recover the balance of the advance payment still owed by the Supplier.

### **33. Forms**

- 33.1 Unless otherwise agreed in writing by the Public Body and the Supplier:
- (a). a delivery note shall accompany each delivery of the Goods;
  - (b). an invoice shall be rendered on the Supplier's own invoice form;
  - (c). all delivery notes and invoices shall be clearly marked with the Public Body's purchase order number, the name and address of the Public Body and the description and quantity of the Goods, and shall show separately any additional charge for containers and/or any other item not included in the Contract Price or, where no charge is made, whether the containers are required to be returned.
- 33.2 Sub-Clause 33.1 shall be compatible in all respects with the Contract.
- 33.3 With the prior written agreement of the Parties, the arrangements set out in Sub-Clause 33.1 may be suspended in favor of alternative arrangements (including new logistics processes).

### **E. Obligations of the Supplier**

#### **34. Supplier's Responsibilities**

- 34.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 49, and the Delivery and Completion Schedule, as per GCC Clause 51.

#### **35. Joint Venture, Consortium or Association**

- 35.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Public Body for the fulfilment of the provisions of the Contract and

shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Public Body.

### **36. Eligibility**

- 36.1 All Goods and Services supplied under the Contract shall have their origin in an eligible country pursuant to Section 5.
- 36.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 36.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

### **37. Code of Conduct**

- 37.1 The Supplier shall, at all times, act loyally and impartially and as a faithful adviser to the Public Body in accordance with the rules and/or code of conduct of its profession as well as with appropriate discretion. The Supplier shall, in particular, at all times refrain from making any public statements concerning the Goods and Related Services without the prior approval of the Public Body, and from engaging in any activity which conflicts with its obligations towards the Public Body under the contract. It shall not commit the Public Body without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.
- 37.2 If the Supplier or any of its Subcontractors, personnel, agents or servants offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Public Body, or for showing favor or disfavor to any person in relation to the contract or any other contract with the Public Body, then the Public Body may terminate the contract, without prejudice to any accrued rights of the Supplier under the contract.
- 37.3 The payments to the Supplier under the contract shall constitute the only income or benefit it may derive in connection with the contract and neither it nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under the contract.
- 37.4 The Supplier shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the contract or the project, without the prior written approval of the Public Body.
- 37.5 The Supplier and its staff shall maintain professional secrecy, for the duration of the contract

and after completion thereof. In this connection, except with the prior written consent of the Public Body, neither the Supplier nor the personnel employed or engaged by it shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them, or make public any information as to the recommendations formulated in the course of or as a result of the services. Furthermore, they shall not make any use prejudicial to the Public Body, of information supplied to them and of the results of studies, tests and research carried out in the course and for the purpose of performing the contract.

- 37.6 The execution of the contract shall not give rise to unusual commercial expenses. If such unusual commercial expenses emerge, the contract will be terminated. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.
- 37.7 The Supplier shall supply to the Public Body on request supporting evidence regarding the conditions in which the contract is being executed. The Public Body may carry out whatever documentary or on-the spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses.

### **38. Conflict of Interests**

- 38.1 The Supplier shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests, which could arise during performance of the Contract, must be notified in writing to the Public Body without delay.
- 38.2 The Public Body reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Supplier shall ensure that its staff, including its management, is not placed in a situation, which could give rise to conflict of interests. Without prejudice to Clause 24, the Supplier shall replace, immediately and without compensation from the Public Body, any member of its staff exposed to such a situation.
- 38.3 The Supplier shall refrain from any contact, which would compromise its independence or that of its personnel. If the Supplier fails to maintain such independence, the Public Body may, without prejudice to compensation for any damage, which it may have suffered on this account, terminate the contract forthwith, without giving formal notice thereof.
- 38.4 The Supplier shall, after the conclusion or termination of the contract, limit its role in connection to the provision of the Goods and Related Services. Except with the written permission of the Public Body, the Supplier and any other supplier with whom the Supplier is

associated or affiliated shall be disqualified from the execution of works, goods or other services for the Public Body in any capacity.

### **39. Patent Indemnity**

- 39.1 The Supplier shall, subject to the Public Body's compliance with GCC Sub-Clause 39.2, indemnify and hold harmless the Public Body and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Public Body may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a). The use of the Goods in the Federal democratic Republic of Ethiopia; and
  - (b). The sale in any country of the Goods manufactured by the Supplier.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 39.2 If any proceedings are brought or any claim is made against the Public Body arising out of the matters referred to in GCC Sub-Clause 39.1, the Public Body shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Public Body's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 39.3 If the Supplier fails to notify the Public Body within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Public Body shall be free to conduct the same on its own behalf.
- 39.4 The Public Body shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 39.5 The Public Body shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Public Body.

**40. Limitation of Liability**

- 40.1 Except in cases of criminal negligence or wilful misconduct,
- (a). The Supplier shall not be liable to the Public Body, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Public Body and
  - (b). The aggregate liability of the Supplier to the Public Body, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price as stated in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Public Body with respect to patent infringement.

**41. Intellectual Property**

- 41.1 Subject to Clause 40, the Supplier agrees to indemnify and keep indemnified the Public Body against any costs, claims, proceedings, expenses and demands arising from the use, application, supply or delivery of any process, article, matter or thing supplied under the Contract that would constitute or is alleged to constitute any infringement of any person's Intellectual Property Rights.

**42. Insurance**

- 42.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms.

**43. Product Information**

- 43.1 The Supplier shall provide the Public Body the Product Information in such manner and upon such media as agreed between the Supplier and the Public Body from time to time for the sole use by the Public Body.
- 43.2 The Supplier warrants that the Product Information is complete and accurate as at the date upon which it is delivered to the Public Body and that the Product Information does not contain any data or statement which gives rise to any liability on the part of the Public Body following publication of the same in accordance with this Clause.
- 43.3 In the event the Product Information ceases to be complete and accurate, the Supplier shall promptly notify the Public Body in writing of any modification or addition to or any inaccuracy or omission in the Product Information.
- 43.4 The Supplier grants the Public Body a non-exclusive royalty free license in perpetuity to use

and exploit the Product Information and any Intellectual Property therein for the purpose of illustrating the range of goods and services (including, without limitation, the Goods) available pursuant to the Public Body contracts from time to time. No right to illustrate or advertise the Product Information is granted to the Supplier by the Public Body as a consequence of the license conferred by this Sub-Clause or otherwise under the terms of this Contract.

- 43.5 The Public Body may reproduce for its sole use the Product Information provided by the Supplier in the Public Body's catalogue from time to time which shall be made available on the Federal Government of Ethiopia internal communications network in electronic format or made available on the Public Body's external website or any other electronic media of the Public Body from time to time.
- 43.6 Before any publication of the Product Information (electronic or otherwise) is made by the Public Body, the Public Body will submit a copy of the relevant sections of the Public Body's catalogue to the Supplier for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Supplier shall have no right to compel the Public Body to exhibit the Product Information in any service catalogue as a result of the approval given by it pursuant to this Sub-Clause or otherwise under the terms of this Contract.
- 43.7 Subject to Clauses 40 and 43.8, the Supplier agrees to indemnify and keep indemnified the Public Body against any liability, loss, costs, expenses, claims or proceedings whatsoever arising out of or in connection with any statement relating to the goods and services (including, without limitation, the Goods) or information or material on or description of the goods and services (including, without limitation, the Goods) provided by or on behalf of the Supplier which is included in the Public Body's catalogue or any associated material produced by the Public Body for the purpose of illustrating the range of goods and services (including, without limitation, the Goods) available pursuant to the Public Body contracts from time to time.
- 43.8 The Supplier shall not be required to indemnify or keep indemnified the Public Body against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under Sub-Clause 43.7 as a result of the Public Body's willful or negligent misrepresentation of any statement relating to the goods and services (including, without limitation, the Goods) or information or material on or description of the goods and services (including, without limitation, the Services) provided by or on behalf of the Supplier which is included in the Public Body's catalogue from time to time or any associated material produced by the Public Body for the purpose of illustrating the range of goods and services (including, without limitation, the Goods) available pursuant to the Public Body contracts from time to time.

#### **44. Accounting, Inspection and Auditing**

- 44.1 The Supplier shall keep accurate and systematic accounts and records in respect of the Goods

and Related Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.

- 44.2 For the purpose of the examination and certification of the Public Body's accounts; or any examination of the economy, efficiency and effectiveness with which the Public Body has used its resources, the Federal Auditor General and the Public Procurement and Property Administration Agency or its auditors may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to produce such oral or written explanation as he considers necessary. The Supplier acknowledges that it will fully cooperate with any counter fraud policy or investigation carried out by authorized body at any time.

#### **45. Data Protection**

- 45.1 The Supplier shall comply with all applicable data protection legislation. In particular the Supplier agrees:
- To maintain appropriate technical and organizational security measures;
  - To only process Personal Data for and on behalf of the Public Body, in accordance with the instructions of the Public Body and for the purpose of performing its obligations under the Contract;
  - To allow the Public Body to audit the Supplier's compliance with the requirements of this Clause on reasonable notice and/or to provide the Public Body with evidence of its compliance with the obligations set out in this Clause.
- 45.2 The Supplier agrees to indemnify and keep indemnified the Public Body against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by the Public Body as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of the Supplier's unauthorized processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Supplier, its employees or agents in the Supplier's performance of the Contract or as otherwise agreed between the Parties.

#### **46. Review**

- 46.1 The Supplier shall attend formal review meetings (each such meeting being a "Review"), as required by the Authorized Officer, to discuss the Public Body's levels of satisfaction in respect of the Goods and Related Services supplied under the Contract and to agree any necessary action to address areas of dissatisfaction. The Supplier will not obstruct or withhold its agreement to any such necessary action. Such Reviews shall be attended by duly authorized and sufficiently senior employees of both the Public Body and the Supplier together with any other relevant attendees. The Parties shall agree a standing agenda for such

Reviews.

#### **47. Performance Security**

- 47.1 The Supplier shall, within fifteen (15) days from signing the contract, provide a Performance Security for the due performance of the Contract in the amount specified in the SCC.
- 47.2 The proceeds of the Performance Security shall be payable to the Public Body as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 47.3 The Performance Security shall be denominated in currency specified in the SCC, and shall be in the form of cash, cheque certified by a reputable bank, letter of credit, or Bank Guarantee in the format specified in the SCC.
- 47.4 The Performance Security shall be discharged by the Public Body and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.
- 47.5 Notwithstanding the provision of Sub-Clause 47.2 above, the Performance Security may be returned to the Supplier where the Procurement Endorsing Committee ascertains that the noncompliance of the Supplier does not affect the interest of, or entail additional cost on the Public Body and is not due to the fault of the Supplier.
- 47.6 The Public Body shall be required to submit any document in its possession in relation to a procurement in which it authorizes the return of the Performance Security to the Supplier and account for its action under the preceding Sub-Clause 47.5 of this GCC to the Public Procurement and Property Administration Agency or other competent body if and when required to do so.

#### **F. Performance of the Contract**

#### **48. Scope of Supply**

- 48.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in the Section 6, Statement of Requirements.
- 48.2 Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

#### **49. Specifications and Standards**

- 49.1 Technical Specifications and Drawings

- (a). The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.
  - (b). The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Public Body, by giving a notice of such disclaimer to the Public Body.
  - (c). The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in the Statement of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.
- 49.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Statement of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Public Body and shall be treated in accordance with GCC Clause 14.

## **50. Delivery**

- 50.1 The Supplier shall deliver the Goods to the Location and in accordance with any delivery instructions in the SCC, Purchase Order or as agreed by the Parties in writing.
- 50.2 Delivery shall be completed when the Goods have been unloaded at the Location and such delivery has been accepted by a duly authorized agent, employee or Location representative of the Public Body. The Public Body shall procure that such duly authorized agent, employee or Location representative of the Public Body is at the delivery location in order to accept such delivery.
- 50.3 In the event that the Public Body require next day or short notice deliveries which are not provided for in the SCC Clause 50.1, the Supplier may pass on any additional costs relating to the delivery of the Goods to the Public Body placing the Purchase Order.
- 50.4 Early or partial deliveries require the explicit written consent of the Public Body, which consent shall not be unreasonably withheld.
- 50.5 Unless otherwise stated in SCC, the Supplier is responsible for obtaining all export and import licenses for the Goods and shall be responsible for any delays due to such licenses not being available when required.
- 50.6 In the case of any Goods supplied from outside the Federal Democratic Republic of Ethiopia, the Supplier shall ensure that accurate information is provided to the Public Body as to the country of origin of the Goods and shall be liable to the Public Body for any additional duties or taxes for which the Public Body may be accountable should the country of origin prove to be different from that advised by the Supplier.
- 50.7 Where the Public Body agrees in writing to accept delivery by installments the Contract will

be construed as a single contract in respect of each installment. Failure by the Supplier to deliver any one installment may allow the Public Body at its option to treat the whole Contract as repudiated depending upon the circumstances of the non-delivery, such option not to be unreasonably invoked.

- 50.8 Any arrangement to deliver the Goods where carriage is to be charged separately or any arrangement by which the Goods are collected by the Public Body in return for a discount on the Contract Price shall be recorded in writing and signed by a duly authorized signatory on behalf of the Public Body. Where due to an emergency such arrangements cannot be committed to writing and signed off as aforesaid the Parties shall confirm such arrangements in writing as soon as possible thereafter.
- 50.9 The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

## **51. Packing, Marking, and Documents**

- 51.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during shipment to their final destination, as indicated in the Contract. During shipment, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 51.2 Unless otherwise specified in SCC, the following details shall be shown on the outside of every package:
  - (a). A description of the Goods which shall include, without limitation, the weight of the Goods where available and the Public Body's Purchase Order number;
  - (b). The quantity in the package where available;
  - (c). Any special directions for storage;
  - (d). The expiry date of the contents where available;
  - (e). The batch number; and
  - (f). The name of the manufacturer of the Goods and the Supplier.

## **52. Identification of Goods**

- 52.1 All Goods that customarily bear any mark, tab, brand, label or other device indicating place of origin, inspection by any government or other body or standard of quality must be delivered with all the said marks, tabs, brands, labels, serial numbers or other devices intact.

**53. Containers and Pallets**

- 53.1 The Supplier shall collect without charge any returnable containers (including pallets) within 21 days of the date of the relevant delivery note unless otherwise instructed by the Public Body. Empty containers not so removed may be returned by the Public Body at the Supplier's expense or otherwise disposed of at the Public Body's discretion. The Supplier shall credit in full any charged containers upon collection or return.

**54. Property and Risk**

- 54.1 Notwithstanding delivery, ownership of the Goods shall not have passed from the Supplier until the full Contract Price of such Goods has been paid.
- 54.2 All tools, equipment and materials of the Supplier required in the performance of the Supplier's obligations under the Contract shall be and remain at the sole risk of the Supplier whether or not they are situated at the Location.

**55. Tools etc.**

- 55.1 Any tools, patterns, materials, drawings, specifications and/or other data provided by the Public Body to the Supplier in connection with the Purchase Order will at all times be at the Supplier's risk and remain the property of the Public Body and shall be delivered up to the Public Body immediately on request and are to be used by the Supplier solely for the purpose of completing the Purchase Order.
- 55.2 Any tools which the Supplier may construct or acquire specifically in connection with the Goods will remain the property of the Supplier unless it is agreed in writing that the property of the tools will be transferred to the Public Body upon payment by the Public Body of a charge.

**56. Quality**

- 56.1 The Goods shall be new, and shall be supplied strictly in accordance with the Specification and/or any sample previously provided to the Public Body and, unless otherwise agreed in writing, shall conform to all relevant standards, specifications and conditions and all work performed by the Supplier shall be in accordance with best practice. For the avoidance of doubt, the Supplier warrants that the Goods are not scrap goods.
- 56.2 The Supplier warrants its expertise and confirms the accuracy of all statements and representations made in respect of the Goods prior to and subsequent to, the Purchase Order.
- 56.3 The Supplier agrees to assign to the Public Body upon request the benefit of any warranty, guarantee or similar right which it has against any third party manufacturer or supplier of the Goods or any part thereof.

## 57. Inspections and Tests

- 57.1 The Supplier shall carry out at its own expense and at no cost to the Public Body all such tests and/or inspections of the Goods and Related Services as are specified in the Statement of Requirements.
- 57.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Federal Democratic Republic of Ethiopia as specified in the SCC. Subject to GCC Sub-Clause 57.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Public Body.
- 57.3 The Public Body or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 57.2, provided that the Public Body bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 57.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Public Body. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Public Body or its designated representative to attend the test and/or inspection.
- 57.5 The Public Body may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 57.6 The Supplier shall provide the Public Body with a report of the results of any such test and/or inspection.
- 57.7 The Public Body may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Public Body, and shall repeat the test and/or inspection, at no cost to the Public Body, upon giving a notice pursuant to GCC Sub-Clause 57.4.

57.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Public Body or its representative, nor the issue of any report pursuant to GCC Sub-Clause 57.6, shall release the Supplier from any warranties or other obligations under the Contract.

## **58. Rejection of Goods**

- 58.1 Without prejudice to the operation of Sub-Clause 58.4, the Goods shall be inspected by the Public Body or on behalf of it within a reasonable time after delivery under Clause 51 of the Contract and may be rejected if found to be defective or inferior in quality to or differing in form or material from the Statement of Requirements of the Contract, or if they do not comply with any term, whether expressed or implied, of the Contract.
- 58.2 Without prejudice to the operation of Sub-Clause 58.4, the Public Body shall notify the Supplier of:
- (a). The discovery of any defect within a reasonable time of its discovery and shall give the Supplier all reasonable opportunities to investigate such defect; and
  - (b). Any shortage or damage caused in transit and found on delivery within 14 days of delivery or such time as agreed by the Parties.
- 58.3 The whole of any delivery may be rejected if a reasonable sample of the Goods taken indiscriminately from that delivery is found not to conform in every material respect to the Statement of Requirements of the Contract.
- 58.4 The Public Body's right of rejection shall continue irrespective of whether the Public Body has in law accepted the Goods. In particular, taking delivery, inspection, use or payment by the Public Body of the Goods or part of them shall not constitute acceptance, waiver or approval and shall be without prejudice to any right or remedy that the Public Body may have against the Supplier provided that the right of rejection shall cease within a reasonable time from the date on which the Public Body discovers or might reasonably be expected to discover the latent defect or other relevant breach of contract.
- 58.5 Goods so rejected after delivery shall be removed by the Supplier at its own expense within fourteen days from the date of notification of rejection. If the Supplier fails to remove them within such period the Public Body may return the rejected Goods at the Supplier's risk and expense and charge the Supplier for the cost of storage from the date of rejection.

## **59. Extensions of Time**

- 59.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 51, the Supplier shall promptly notify the Public Body in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of

the Supplier's notice, the Public Body shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 59.2 Except in case of Force Majeure, as provided under GCC Clause 17, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 25, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 59.1 without application of liquidated damages.

## **60. Performance Measurement**

- 60.1 The Public Body shall ascertain whether the Supplier's provision of the Goods in question meets any performance criteria as specified in the Statement of Requirements or, if the criteria are not so specified, meets the standards of a professional supplier of the Goods. On or before the fifteenth working day of each calendar month during the Contract Period and within 14 days after termination of the Contract, the Public Body may:
- (a). Each Performance Notice issued by the Public Body shall include a proposed rebate of the Contract Price commensurate to the under-performance of the Supplier as recorded in the Performance Notice;
  - (b). If the Supplier disputes any matter referred to in any Performance Notice and/or the proposed rebate of the Contract Price, the Supplier may raise this objection with the Public Body and if this matter is not resolved within 7 days the matter shall be referred to the Dispute Resolution Procedure; and
  - (c). If the Supplier has not risen any objection to the Performance Notice within 7 days of receipt (or such other period as agreed between the Parties) then that Performance Notice shall be deemed to have been accepted by the Supplier and the rebate on the Contract Price referred to therein shall become immediately effective.
- 60.2 The Public Body's rights under this Clause are without prejudice to any other rights or remedies the Public Body may be entitled to.
- 60.3 If required by the Public Body, the Parties shall co-operate in sharing information and developing performance measurement criteria with the object of improving the Parties' efficiency. Any such agreements shall be fully recorded in writing by the Public Body.

## **Section 8.      Special Conditions of Contract**

### **Table of Clauses**

A.	General Provisions	1
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**The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.**

<b>GCC Clause Reference</b>	<b>Section 8. Special Conditions of Contract</b>												
	<b>A. General Provisions</b>												
	<b>Procurement Reference Number is: ICB/0014/2014</b>												
<b>GCC 1.2 (s)</b>	The Public Body is: <b>St Paul Hospital, Millennium Medical College</b>												
<b>GCC 1.2 (x)</b>	The Supplier and its local Agent shall be jointly and severally liable.												
<b>GCC 6.3 (a)</b>	The meaning of the trade terms shall be as prescribed by. <b><u>International Commercial Terms.</u></b>												
<b>GCC 6.3 (b)</b>	The version of Incoterms shall be: <b>2010</b>												
	<b>B. The Contract</b>												
<b>GCC 7.1 (i)</b>	In addition to documents listed in GCC Clause 7.1 the following documents shall form the Contract: <ul style="list-style-type: none"> <li>(a). Agreement;</li> <li>(b). The Special Conditions of Contract;</li> <li>(c). The General Conditions of Contract;</li> <li>(d). Bid Submission Sheet with Annexes</li> <li>(e). statement of Requirement</li> </ul>												
<b>GCC 7.3</b>	The Public Body's authorized representative shall be: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Authorized Representative:</td> <td>Mr. Anwar Mustefa, Mr. Tesfaye Derebie</td> </tr> <tr> <td>P.O. Box:</td> <td>1271</td> </tr> <tr> <td>Street Address:</td> <td>St. Paul Hospital</td> </tr> <tr> <td>Town/City:</td> <td>Addis Ababa</td> </tr> <tr> <td>Post Code:</td> <td></td> </tr> <tr> <td>Country:</td> <td>Ethiopia</td> </tr> </table>	Authorized Representative:	Mr. Anwar Mustefa, Mr. Tesfaye Derebie	P.O. Box:	1271	Street Address:	St. Paul Hospital	Town/City:	Addis Ababa	Post Code:		Country:	Ethiopia
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	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Town/City:</td><td></td></tr> <tr> <td>Post Code:</td><td></td></tr> <tr> <td>Country:</td><td></td></tr> <tr> <td>Telephone:</td><td></td></tr> <tr> <td>Facsimile:</td><td></td></tr> <tr> <td>E-mail address</td><td></td></tr> </table>	Town/City:		Post Code:		Country:		Telephone:		Facsimile:		E-mail address	
Town/City:													
Post Code:													
Country:													
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Facsimile:													
E-mail address													
<b>GCC 15.1</b>	<p>In case of change of laws and regulation after the deadline for submission of the Bid Contract Price Shall not be correspondingly increased or decreased and/or the Delivery Date Shall not be reasonably adjusted to the extent that Supplier has thereby been affected in the performance of any of its obligations under the Contract.</p>												
<b>GCC 16.1</b>	<p>For Goods supplied from outside the Federal Democratic Republic of Ethiopia the Supplier shall be responsible for all taxes, custom duties formalities, license fees except for the following: NO MODIFICATION.</p>												
<b>GCC 16.2</b>	<p>For Goods supplied from within the Federal Democratic Republic of Ethiopia the Supplier shall be responsible for all taxes, formalities, license fees except for the following: NO MODIFICATION.</p>												
<b>GCC 23.3</b>	<p>The period of validity of the Warranty shall be: as per respective system requirement indicated under ...<i>Part 2: Statement of Requirements; Section 6: Statement of Requirement</i></p>												
<b>GCC 23.5</b>	<p>The repair or replace period will be: 30 DAYS after receipt of the notice.</p>												
	<b>C. Obligations of the Public Body</b>												
<b>GCC 29.1</b>	<p>The Public Body shall, if so required by the Supplier, assist the Supplier in complying with the following requirements: NO MODIFICATION.</p>												
	<b>D. Payment</b>												
<b>GCC 32.4</b>	<p>The Public Body shall pay the Contract Price to the Supplier:</p> <p>Payment of foreign currency portion shall be made in <b>the currency of the contract</b> in the following manner:</p> <p class="list-item-l1">(i) <b>Advance Payment:</b> thirty (30) percent of the Contract Price shall be paid within <b>45 (forty five)</b> days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in</p>												

GCC Clause Reference	<h3 style="text-align: center;">Section 8. Special Conditions of Contract</h3>
	<p>the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) <b>On Site Delivery:</b> Thirty (30) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified</p> <p>(iii) <b>On Installation:</b> Thirty (30) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon completion and qualifying testing as the requirement</p> <p>(iii) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within <b>45 (forty five)</b> days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> <p>Payment of local currency portion shall be made in Birr within <b>45 (forty five)</b> days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p><b>Payment for Goods and Services supplied from within the Purchaser's country: civil works:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in <b>Birr</b> as follows:</p> <p>(i) <b>Advance Payment:</b> Thirty (30) percent of the Domestic Price portion shall be paid within <b>45 (forty five)</b> days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.</p> <p>(ii) <b>On Delivery: Sixty (60) percent of the Domestic Price portion shall be paid on receipt (30 percent) and installation (30 percent) of the Goods and upon submission of the documents specified in GCC Clause 13.</b></p> <p>(iii) <b>On Acceptance:</b> The remaining ten (10) percent of the Domestic Price portion shall be paid to the Supplier within <b>45 (forty five)</b> days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p>
<b>GCC 32.5</b>	<p>For Goods supplied locally all payment to the Supplier under this Contract shall be made in ETB.</p> <p>For Goods supplied from outside the Federal Democratic Republic of Ethiopia all</p>

GCC Clause Reference	Section 8. Special Conditions of Contract
	payment to the Supplier under this Contract shall be made in USD.
<b>GCC 32.9</b>	<b>Not Applicable.</b>
	<b>E. Obligations of the Supplier</b>
<b>GCC 40.1 (b)</b>	The amount of aggregate liability shall be: Contract price plus 10% Contract price.
<b>GCC 42.1</b>	The insurance coverage shall be in accordance with the following Inco terms: Specified GCC 42.1
<b>GCC 47.1</b>	The amount of the Performance Security shall be: <b>10% of contract price.</b>
<b>GCC 47.3</b>	<p>The types of acceptable Performance Securities are:</p> <p>Performance Guarantee Within 15 days from receipt of notification that his bid has been accepted, the successful bidder shall furnish a guarantee for satisfactory performance of contract equal to 10% of the total contract price Payable to the BUYER. The performance guarantee shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the buyer and shall be in the form of bond, certified check or bond issued by a recognized bank located in the Purchaser's country. <b><u>INSURANCE BONDS SHALL NOT BE ACCEPTED.</u></b> The successful bidder shall be released from the performance guarantee upon final satisfactory completion of the contract, including the period of Warranty of all items in the contract.</p> <p>The currency shall be: Hard currency.</p>
<b>GCC 47.4</b>	Discharge of the Performance Security shall take place: Up on completion of full delivery as per the contract.

	<b>F. Performance of the Contract</b>
<b>GCC 48.1</b>	The Scope of Supply shall be defined in: Section 6 of this bid document understatement of requirement.

<b>GCC 50.1</b>	The Supplier shall supply, install, and commission at Millenniums Medical College, St Paul Hospital, <b>Addis Ababa</b> .
<b>GCC 50.5</b>	The Supplier shall be responsible for obtaining all export and import licenses for the Goods.
<b>GCC 50.9</b>	<p><b>Shipment of all item shall be by Ethiopian Shipping lines (ESL).</b> If Ethiopian shipping line does not call at the port of embarkation, Shipment shall be made by other international flag carrier up to the nearest port where ESL is available and then transshipped by ESL. <b>Exception to this may only be made upon presentation of a letter of exemption from ESL.</b></p> <p>The shipping and other documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> <li>▪ Three full set of negotiable Clean on Board Bill of Lading.</li> <li>▪ One original and 3 copies of supplier's detailed invoice.</li> <li>▪ One original and 3 copies of packing list</li> <li>▪ One original and 3 copies of supplier's inspection certificate</li> <li>▪ One original and 3 copies of Certificate of origin.</li> </ul> <p>At least 3 of the invoices accompanying shipment of goods must be certified by the Chamber of Commerce of the originating country</p> <p>✓</p>
<b>GCC 51.2</b>	<p>The following details must be shown on the outside of every package</p> <p>Each unit of equipment, and each shipping document shall be plainly marked as follows:</p> <p>To: Millenniums Medical College, St Paul Hospital ADDIS ABABA ETHIOPIA NO. _____</p> <p>FROM: SUPPLIER'S NAME AND ADDRESS</p> <p>Although the BUYER shall be the consignee for all equipment and spare parts the supplier or his agent shall jointly and severally be completely Responsible for all items From point of origin to final destination including installation and commissioning with proper training and accepted by the BUYER.</p>
<b>GCC 57.2</b>	<p>Inspections and tests will be conducted at:</p> <p>The supplier shall furnish for each item of equipment a manufacturer's inspection certificate, certifying that the item supplied complies with the specifications of the bid documents for the corresponding equipment of item</p>

	<p>supplied.</p> <p><b>Millenniums Medical College, St Paul Hospital or BUYER</b> reserves the right to inspect all items prior to shipment from the manufacturer's plant. The supplier shall give notice to the <b>Millenniums Medical College, St Paul Hospital</b> by cable or fax that the items are for shipment at least 21 days prior to the intended date of shipment.</p> <p>The inspection notice shall in no way delay the shipment of the item concerned unless otherwise required by the <b>Millenniums Medical College, St Paul Hospital</b> By a return cable or fax.</p> <p>Final inspection of equipment shall be made by the <b>BUYER</b> and the supplier's representative at the final destination. The final destination shall be the CIP <b>Millenniums Medical College, St Paul Hospital</b> ware house Addis Ababa, Ethiopia.</p> <p>The supplier or his agent shall advise the <b>Millenniums Medical College, St Paul Hospital</b> at least 14 days in advance of the time the items are ready for final inspection.</p> <p>Final inspection and acceptance or rejection shall be made as promptly as practical, but failure to inspect material shall not impose liability on the buyer. The supplier shall be liable for such material not in accordance with the specifications regardless of the time when the defect is discovered.</p> <p>Notification of shipment by cable or fax shall be made to the buyer at the time of shipment and copies of Bill of Lading and invoices shall be posted by air not arrive in not less than 15 days in advance of the arrival of the shipment at the port of disembarkation.</p> <p>For final acceptance, all equipment shall, after proper assembly and testing be delivered to the buyer in full Operating conditions as determined by the <b>Millenniums Medical College, St Paul Hospital</b> or Buyer. Equipment delivered but not meeting the specifications, shall not be accepted until the specifications are complied with fully. Any cost incurred by the buyer for subsequent inspections, storage or assistance to the vendor for settlement.</p> <p>If any equipment, components and/or parts are delivered in damaged condition or are short shipped, the supplier and/or his agent at his own expenses shall provide</p>
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	<p>replacement in accordance with the following conditions:-</p> <p>a/ Replacements for any complete bid item ( equipment) shall be delivered within 30 (thirty) days of the sending of notice of non- conformance by the <b>Millenniums Medical College, St Paul Hospital</b>'s right to impose the penalty.</p> <p>Delivery time shall be considered to have been complied with when the following two stages are met by the supplier or his agent:-</p> <p>a/ The first stage shall be when the items (equipment) arrive at the Port of Border within the time specified in the offer.</p> <p>b/ The second stage shall be when the items (equipment) are Delivered to the buyer's in acceptable condition within the time specified in the offer.</p> <p>Delivery time, if stated as a number of days, shall include Sundays and holidays. That is Calendar Days.</p>
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## **Section 9.      Contract Forms**

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C.	Advance Payment Security	4

**A. Contract Agreement****For the Procurement of****Procurement Reference No: ICB/0014/2014**

This Contract Agreement is made on the day of the month of, **BETWEEN**  
**of the Federal Democratic Republic of Ethiopia**, and having its principal place of business  
(hereinafter called the “Public Body”),

**And**

a corporation incorporated under the laws of and having its principal place of business at  
(hereinafter called the “Supplier”), of the other part

**WHEREAS**

- (d). The Public Body invited bids for certain Goods and Related Services (hereinafter called the “Goods”), and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of (hereinafter called “the Contract Price”) in the manner and on the terms described herein
- (e). The Supplier having represented to the Public Body that it has the required skills, personnel and technical resources, has agreed to provide the Goods on the terms and conditions set forth in this Contract;

**NOW THEREFORE** the parties hereto hereby agree as follows:**1. The Agreement**

- 1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 1.2 The following documents shall constitute the Contract between the Public Body and the Supplier, and each shall be read and construed as an integral part of the Contract:
  1. This Contract Agreement;
  2. The Special Conditions of Contract;
  3. The General Conditions of Contract;
  4. The Bid Submission Sheet with Annexes;
  5. Price Schedule;
  6. List of accepted items including their unit price;
  7. Bidder Certification of Compliance with Annexes;
  8. Technical Specification + Technical Offer + Compliance Sheet with Annexes;

- 1.3 This Contract shall prevail over all other Contract documents. In the event of any discrepancy

or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

- 1.4 In consideration of the payments to be made by the Public Body to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Public Body to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 1.5 The Public Body hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

## **2. Term of Contract Agreement**

- 2.1 The Contract shall enter into force on the date on which it is signed by the last contracting party.
- 2.2 Under no circumstances may implementation commence before the date on which the Contract Agreement enters into force.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**SIGNED** for and on behalf of

**Signature:**

**Name:**

**Position:**

**Date:**

**SIGNED** for and on behalf of

**Signature:**

**Name:**

**Position:**

**Date:**

**WITNESS** to signature on behalf of

**Signature:**

**Name:**

**Position:**

**Date:**

**WITNESS** to signature on behalf of

**Signature:**

**Name:**

**Position:**

**Date:**

**B. Performance Security  
(Bank Guarantee)**

**Date:**

**Procurement Reference No: ICB/0014/2014**

**To:**

WHEREAS (hereinafter "the Supplier") has undertaken, pursuant to Contract No. Dated, to supply (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned, legally domiciled in [insert complete address of Guarantor], (hereinafter the "Guarantor"), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the day of,

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No 458.

Name:

In the capacity of

Signed:

Duly authorized to sign the Security for and on behalf of:

Dated on [insert day] day of ], 20

**C. Advance Payment Security  
(Bank Guarantee)**

**Date:**

**Procurement Reference No: ICB/0014/2014**

**To:**

In accordance with the payment provision included in the Contract, in relation to advance payments, (hereinafter called “the Supplier”) shall deposit with the Public Body a security consisting of , to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of .

We, the undersigned , legally domiciled in (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Public Body on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding .

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until , [insert year].

Name:

In the capacity of

Signed:

Duly authorized to sign the Security for and on behalf of:

Dated on [insert day] day of ], 20

## **Anti Bribery Pledge Forms**

**Millenniums Medical College, St Paul Hospital**

**Addis Ababa**

*Dear,*

Having examined the under mentioned “corrupt and Fraudulent Practice” We have agreed to sign this anti Bribery pledge form and confirm and assure to purchaser that will not at any time engage ourselves into these evil practices.

In pursuance of this policy the purchaser defines:-

- a) I. “Corrupt Practice” means one offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- II. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser and includes collusive practice among bidders (Prior to or after bid submission designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition).
- b) Will reject a proposal for award if it determines that the Bidders recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) Will declare a firm ineligible, either indefinitely or a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

In addition to this, we understand that the purchaser has the right to reject firms which are found to be corrupted fraudulent.

Date: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature and seal

\_\_\_\_\_  
(In capacity of)

## Invitation for Bid, Second Time

### **Invitation for Bids (IFB)**

**Ethiopia**

**Millenniums Medical College, St Paul Hospital,**

**Procurement of Medical Gas Generating Plants, and Systems**

**ICB No: REF/ICB/014/07**

1. This Invitation for Bids follows the General Procurement Notice for this Project that appeared in Development Business; issue no, 014/07.
2. The Federal Democratic Republic of Ethiopia, Ministry of Health, St Paul Hospital Millennium Medical College at has received a fund toward the cost of implementing medical gas generating plants and system.
3. The Millennium Medical College at St Paul Hospital now invites sealed bids from eligible and qualified bidders for Supply, Installation, commissioning of Medical Gas Generating Plants and Systems
4. Bidding will be conducted through the International Competitive Bidding (ICB) procedures, and are open to all bidders from Eligible Source Countries as defined in the Guidelines.
5. Interested eligible bidders may obtain further information from Millennium Medical College at St Paul Hospital at the address given below

Address: Basement Floor, Room No.17 ; Nursing Building

Tel: + 251-11-2750125/753343;

Fax:+251-11-2774787;

P.O.Box: 1271

from 9:00 am to 12: 00 am and 2:00 pm to 5:00 pm (Local time) Monday to Friday.

6. A complete set of bidding documents in English may purchased by interested bidders on the submission of a written application to the address below as of announcing date in the newsletter. Monday to Friday: 9:00 am to 12:00 am and 2:00 pm to 5:00 pm and upon payment of non- refundable fee of Birr 500.00 (Five Hundred Birr only) or in USD\$ 25.00 or in an equivalent amount in a freely convertible currency. Bid security must be in the form of CPO or bank guarantee.
7. Bids must be delivered to the address below at or before 10:00 AM (Local Time) on the **45<sup>th</sup> Calendar day** beginning from the first date of advertisement. All bids must be accompanied by a bid security for Minimum of 500,000.00 Birr or in equivalent in US\$ or any freely convertible. Electronic bidding will not be permitted. Late bids will be rejected.

8. Bids will be closed at 10:00 AM on the 45<sup>th</sup> **Calendar day** beginning from the first date of advertisement . Bids will then be opened at 2:00 PM of the same date in the presence of the bidders' representatives who choose to attend at nursing building, room no. 17, St. Paul's Hospital Millennium Medical College.

9. For Bid submission purposes, the Purchaser's address is:

Millennium Medical College, St. Paul Hospital,

Tel: + 251-11-2750125/753343

Fax:+251-11-2774787

P.O.Box: 1271

City: Addis Ababa

Country: Ethiopia

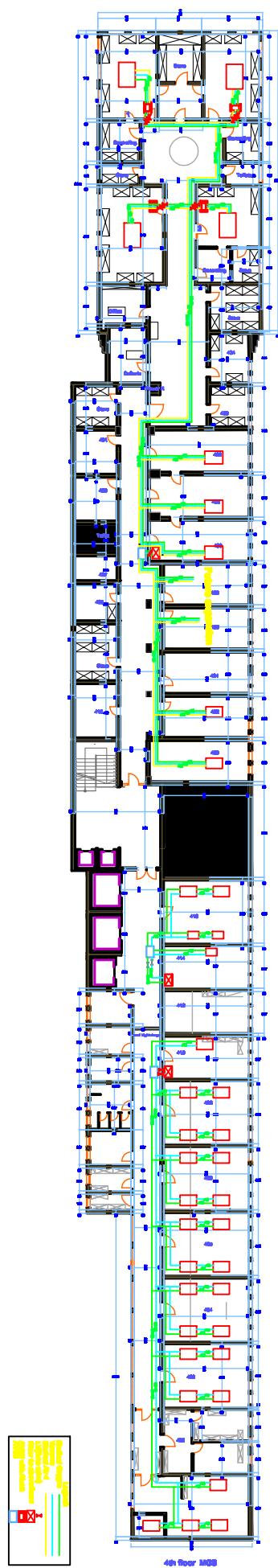
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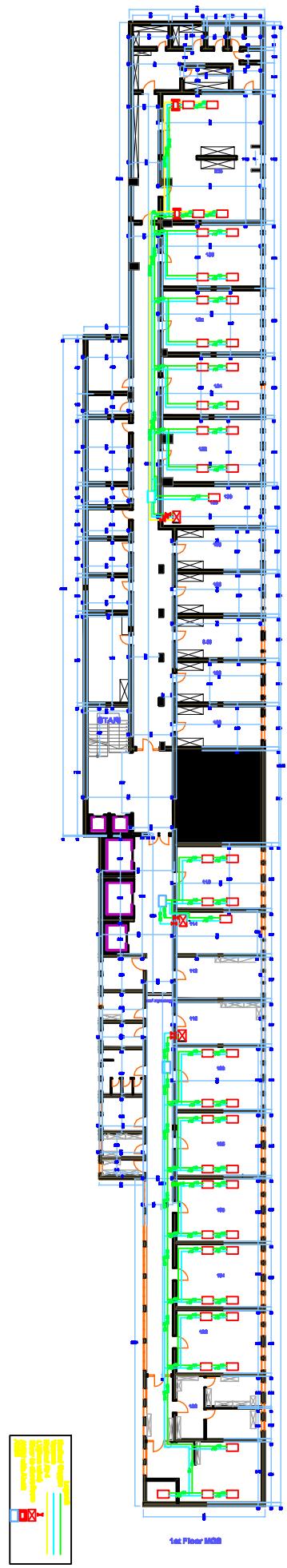
Mr. Tesfaye Derebie

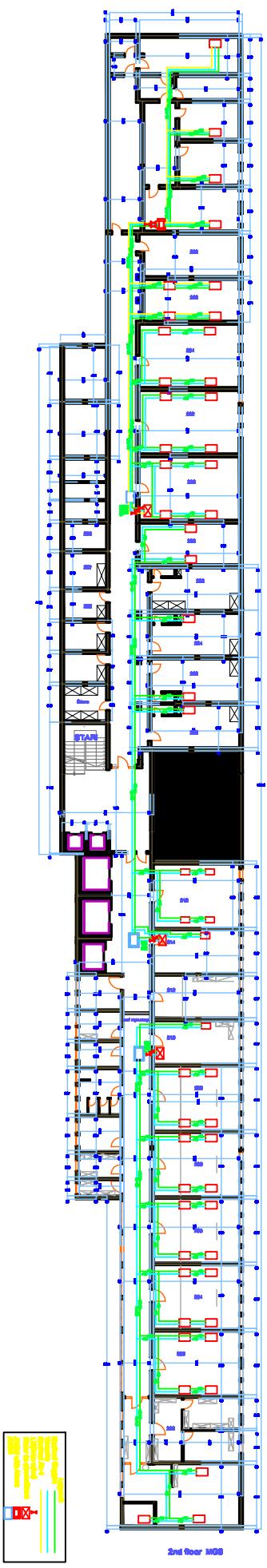
Email: [tesbob19@gmail.com](mailto:tesbob19@gmail.com)

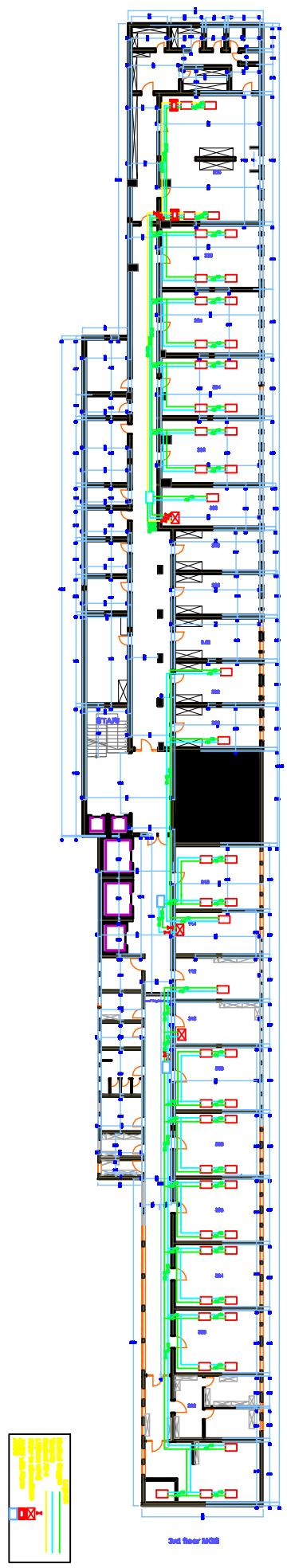
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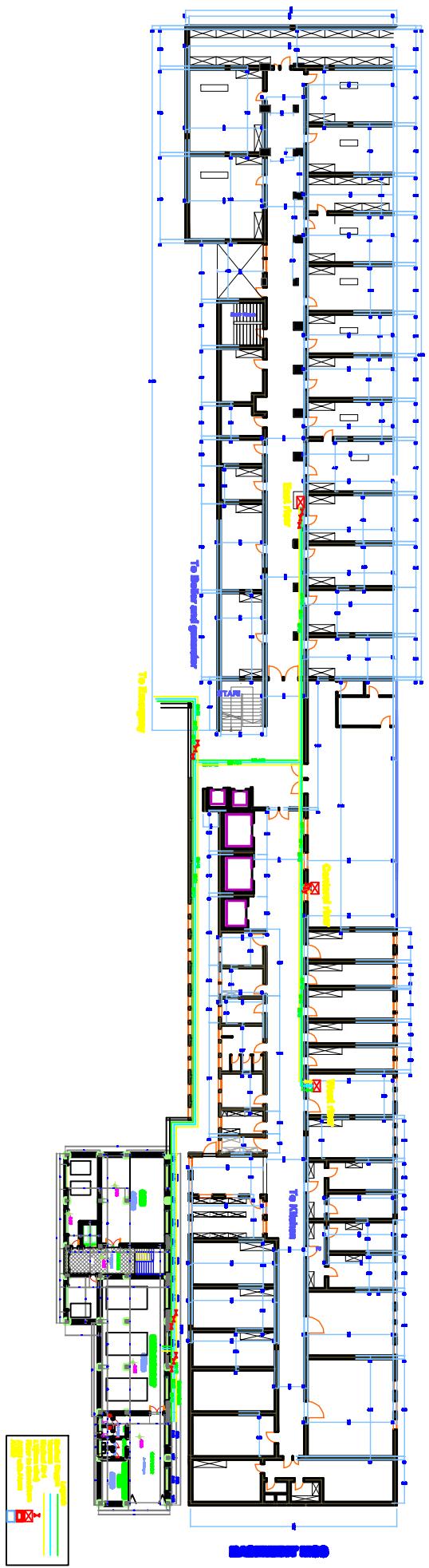
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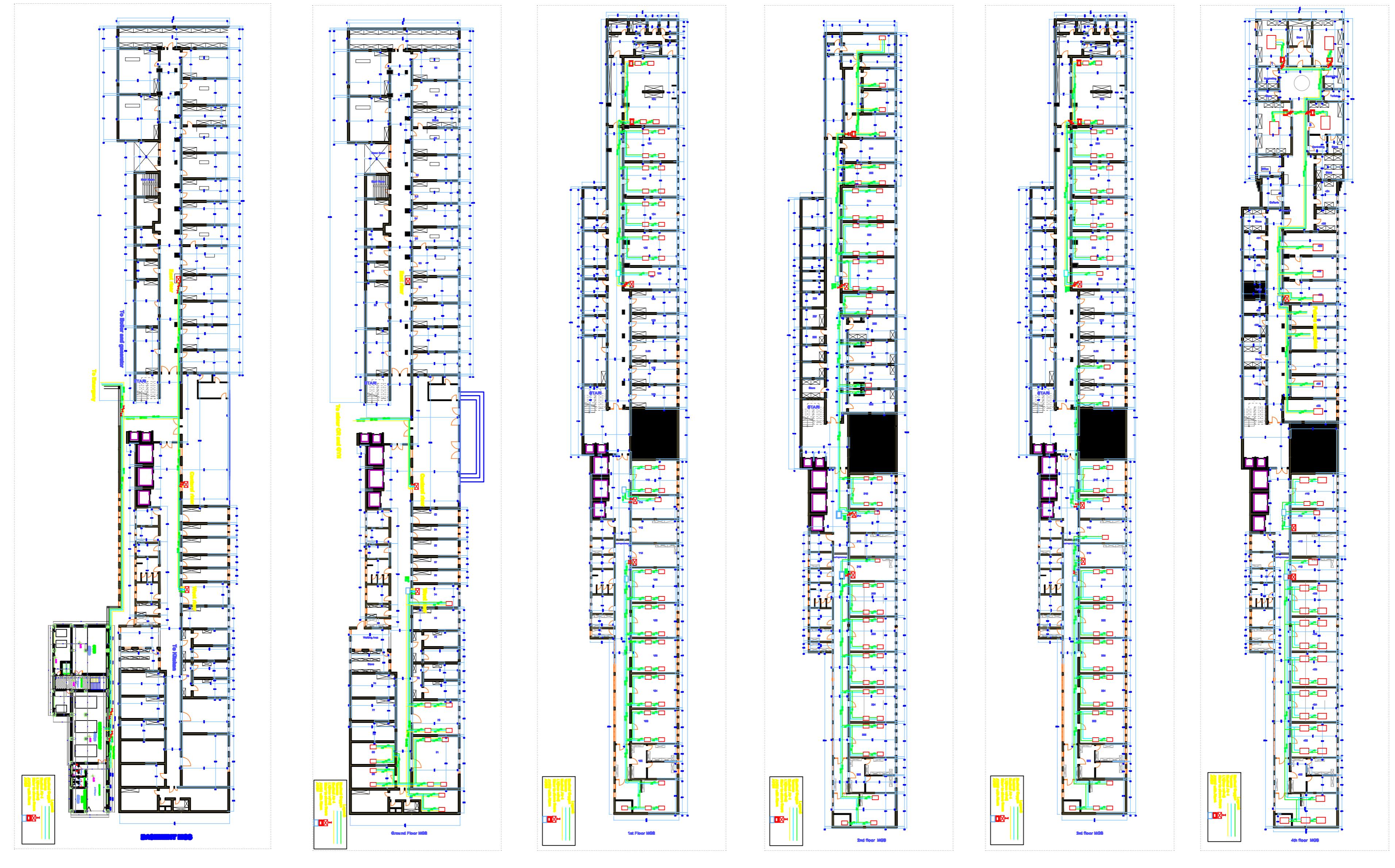


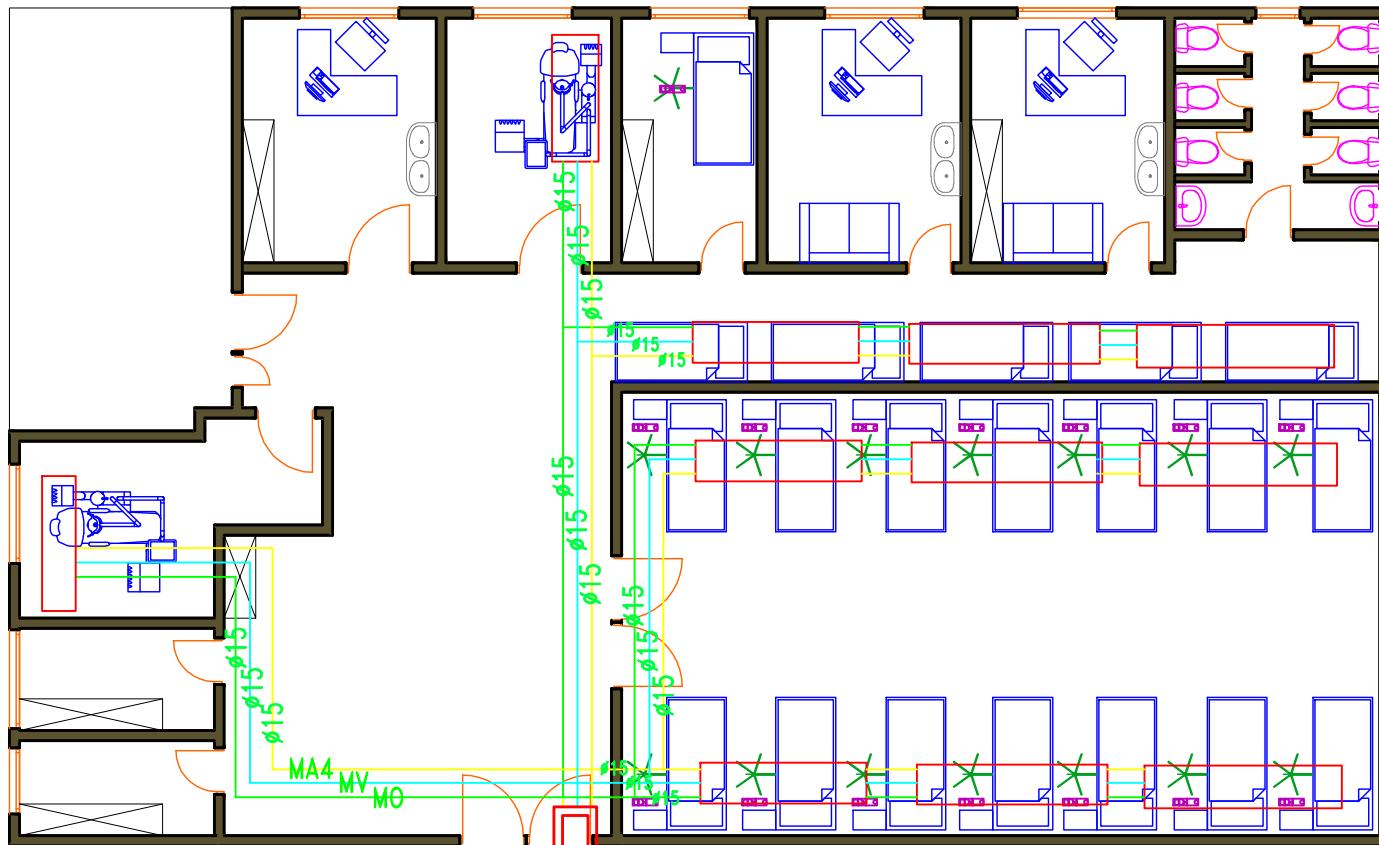












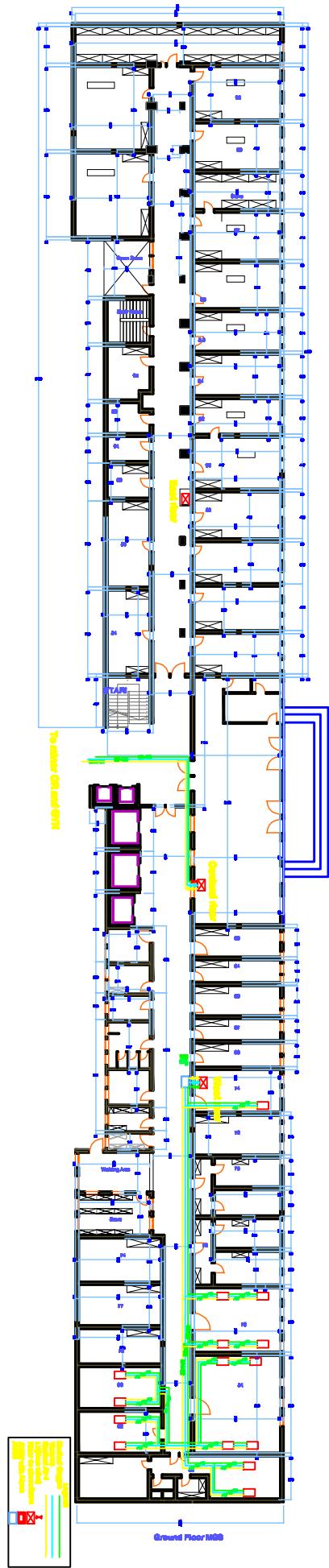
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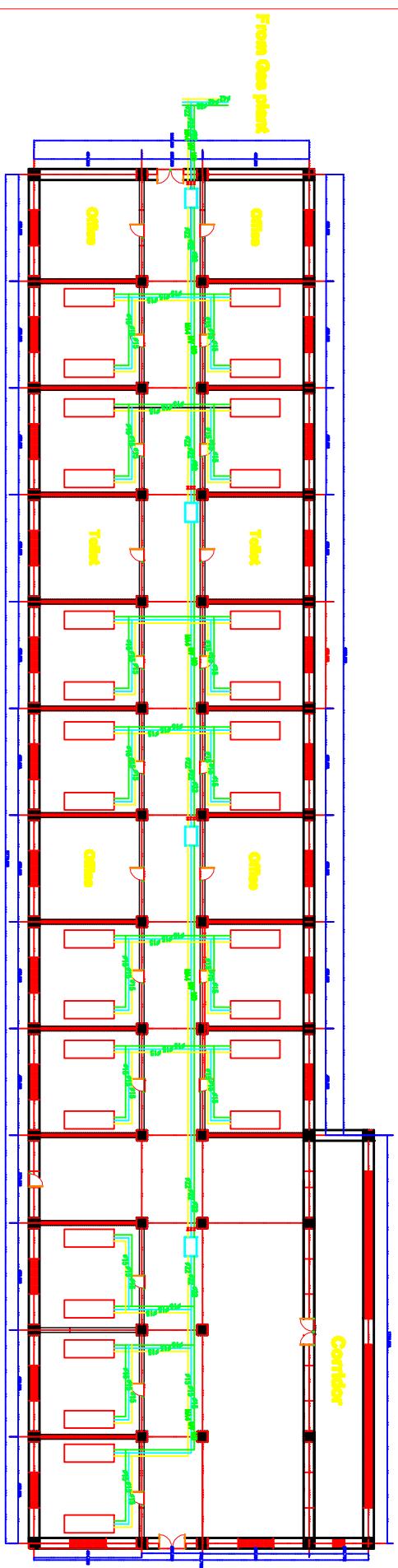
Medical Oxygen  
 Medical Air 4  
 LV(lime valve)  
 Riser to above floors  
 AVSU with Alarm  
 AVSU

**From basement**

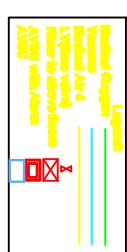
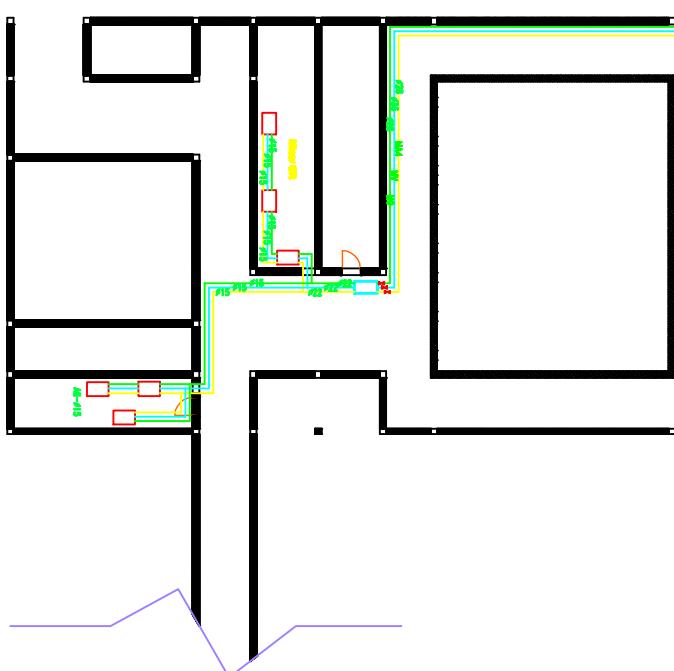
<b>PROJECT:</b>	ST. PAUL HOSPITAL MEDICAL GAS SYSTEM		
<b>OWNER:</b>	ST. PAUL HOSPITAL		
<b>LOCATION:</b>	ADDIS ABABA		
<b>Drawing Title:</b>	MEDICAL GAS PIPING SYSTEM	<b>Scale:</b>	
<b>Drawn by:</b>	Name	Date	Signature
<b>Approved by:</b>	MU	MU	Signature

**EMERGENCY**





PROBLEMS:	Dr. PAUL KOTTERMAN, DOCTOR OF MEDICINE
ONLINE:	DR. PAUL KOTTERMAN
LOCATION:	ASIAN JEWISH
SEARCH TIME:	SEARCHED, ONE PAPER IN TOTAL
SEARCH BY:	SEARCHED
APPROVED BY:	SEARCHED



<b>PROJECT:</b>	<b>ST. PAUL HOSPITAL MEDICAL GAS SYSTEM</b>		
<b>OWNER:</b>	<b>ST. PAUL HOSPITAL</b>		
<b>LOCATION:</b>	<b>ADDIS ABABA</b>		
<b>Drawing Title:</b>	<b>MEDICAL GAS PIPING SYSTEM</b>		<b>scale:</b>
<b>Drawn by:</b>	<b>Name</b> Mr Name Mr	<b>Date</b> Date	<b>Signature</b> Signature
<b>Approved by:</b>	<b>Name</b> Mr	<b>Date</b>	<b>Signature</b>

